



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, December 2, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Keith Myrick, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. COMMUNICATIONS FROM THE MAYOR

7. ADOPTION OF THE AGENDA

8. APPEALS

Request of Women's Resource Center for a waiver of the Noise Ordinance at 718 Downtowner Loop, West on December 4, 2025, from 5:30 p.m. - 7:30 p.m. (District 5).

Request of Catherine Hunter for a waiver of the Noise Ordinance at 111 Myrtlewood Lane on January 17, 2026, from 7:00 p.m. - 10:00 p.m. (District 7).

9. PUBLIC HEARINGS

Public hearing to consider an ordinance to amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Public hearing to consider the proposed rezoning of property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3 to B-5 (District 3).

Public hearing to consider the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road to allow expansion of a religious facility in an R-1 (District 6).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mary Pettit - will express her concerns that enough isn't being done to protect citizens from dangerous dogs.

11. ORDINANCES HELD OVER

11-056 Amend Chapter 11, Article III, Section 11 of the City Code to include subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmembers Penn, Small, and Reynolds) (submitted by Paul Carbo, Council Attorney).

12. RESOLUTIONS HELD OVER

47-1471 Consider vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

47-1472 Consider a vacation fee as a condition of the vacation of rights-of-way within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

08-1490 Approve purchase order to Emergency Equipment Professional, Inc. for engine replacement for fire pumper truck; \$64,050.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1494 Approve purchase orders to Graybar Electric Co., Inc. for street light luminaries for Traffic Engineering Dept.; \$147,365.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1500 Approve purchase order to Precision Delta Corp. for cases of Winchester

ammunition for MPD; \$109,177.59 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1501 Authorize Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. for workforce development; \$100,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.).

21-1502 Authorize Contract with Boundtree Medical for medical gloves for various City departments for 3 years; NTE \$3,000,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1503 Authorize contract with Mid-Western Commercial Roofers, INC for Harmon Recreation Center re-roofing; \$254,720.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

60-1504 Authorize Settlement Agreement and Release of Claims; Bates (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-1505 Authorize Settlement Agreement and Release of Claims; Rodgers (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

64-058 Consider an ordinance to amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmember Ingram and Mayor Cheriogotis)

64-059 Consider the proposed rezoning of property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3 to B-5 (sponsored by Councilmember Small).

64-060 Consider the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road to allow expansion of a religious facility in an R-1 (sponsored by Councilmember Woods).

14. CONSENT RESOLUTIONS BEING INTRODUCED

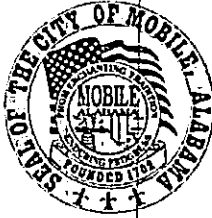
37-1510 Recommend approval to the ABC Board of issuance of a Retail Beer/Table Wine (Off Premises Only) license to Murphy USA (sponsored by Councilmember Woods).

58-1511 Fix costs for removal of weeds, Repeat Weed Lien Group 95.

15. RESOLUTIONS BEING INTRODUCED

25-1512 Accept temporary construction easements for misc. drainage repairs for Toulmins Spring Branch east of Wilson Avenue(sponsored by Mayor Cheriogotis) (John Forrester, Eng. Dept. and Carleen Stout-Clark, REAM).

16. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before 2:00 p.m. the previous Thursday in order to be placed on their next agenda.

Name of Applicant:

Women's Resource Center.

Terri Mason

PLEASE PRINT ALL INFORMATION

Home Phone Number:

251-344-4357

Cell Number:

251-786-0835

Organization (if applicable)

Women's Resource Center

Mailing Address of Applicant

718 Dauterive Loop West Mobile AL 36609

Telephone No.

251-344-4357

E-mail address

terri@wrcmobile.org

Location or address of event where amplification will be used:

718 Dauterive Loop West

Date of Event:

12/4/2005

Starting Time:

5:30pm

Ending Time

7:30pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event:

Celebrating in the Community w/ Coffee

Do you plan to sell alcohol at this event?

YES

☒ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Catherine Hunter

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2517530079 Cell Number: 2517530079

Organization (if applicable) n/a

Mailing Address of Applicant 4518 Kingsway Dr Mobile AL 36608

Telephone No. 251-753-0079 E-mail address eventsdetailed@bellsouth.net

Location or address of event where amplification will be used:

111 Myrtlewood Lane Mobile AL 36608

Date of Event: Jan 17, 2026 Starting Time: 7:00 Ending Time 11:00

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? no YES _____ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

RESOLUTION CALLING FOR PUBLIC HEARING

Sponsored by: Mayor William S. Stimpson

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX
A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE,
CHAPTER 64 OF THE MOBILE CITY CODE, 2022**

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, December 2, 2025**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, adopted July 12, 2022 by the City Council. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Wednesday, November 26, 2025**.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
 - Section 1. General Provisions
 - Section 2. Administrative Procedures
 - Section 3. Zoning Sub-Districts
 - Section 4. Use Regulations
 - Section 5. Development Standards
 - Section 6. Frontage Standards
 - Section 7. Building Design and Material Standards
 - Section 8. Nonconformities
 - Section 9. Definitions and Rules of Construction

The proposed amendments can be viewed on the City of Mobile's website at <https://mapformobile.org/udc/>.

A copy of the proposed amendments is available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Publish: Three Consecutive Weeks in LEGAL section in standard form; and also one time in regular section [DISPLAY AD] in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

**AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN
DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN APPENDIX
A OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE
MOBILE CITY CODE**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the “DDD Code” set forth in Appendix A of the Unified Development Code,
Chapter 64, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022) be,
and the same hereby is, amended so that it now reads in full as set forth in the attached.

The amendment of Appendix A, the DDD Code set forth in the Unified Development
Code, Chapter 64, shall be effective upon adoption and publication as required by law.

APPROVED:

CITY CLERK

Appendix A Unified Development Code

Contents

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts.....	9
Section 4.	Use Regulations	27
Section 5.	Development Standards	30
Section 6.	Frontage Standards	41
Section 7.	Building Design and Material Standards	64
Section 8.	Nonconformities	68
Section 9.	Definitions and Rules of Construction	70

Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70 – 11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

Section 2 Administrative Procedures

Section 1.D. Relationship to UDC

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.
2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in o, and definitions in the UDC. The definitions in o shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

- (1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).
- (2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.
- (3) Site plans shall demonstrate compliance with the following sections of the DDD code:
 - a. Section 4, Use Regulations;
 - b. Section 3, Zoning Sub-Districts;
 - c. Section 5, Development Standards;
 - d. Section 6, Frontage Standards; and
 - e. Section 8, Nonconformities.
- (4) Building design documents shall demonstrate compliance with the following sections of the DDD code:
 - a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;
 - b. Section 5.D, Signs; and

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

- (1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code.
- (2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.
- (3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with subsection 6 below.

(d) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(e) *Re-Review Following Permitting*

- (1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

- (2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.
- (3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

- (1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:
 - a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.
 - b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district
 - c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.
 - e. From the SD-WH sub-district to an adjacent sub-district.
 - f. To assemble multiple properties in single ownership into one sub-district.
- (2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.
 - (3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.
 - (4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

- (1) The date the owner acquired the property, purchase price and condition on date of acquisition;
- (2) If and when the structure has been cited or received a notice of violation of the City Code;
- (3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- (4) Whether the property has been listed for sale, prices asked, and offers received, if any;
- (5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;
- (6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;
- (7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

- (1) The director shall review the application and make a decision on the application based on the following criteria:
 - a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;
 - b. Whether the demolition will impair the unique character of the DDD;
 - c. Whether there are redevelopment plans for the site;
 - d. Whether the redevelopment plans conform to the DDD code;
 - e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

- (1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:
 - a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.
 - b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.
- (2) The Board of Adjustment may approve a demolition permit if it determines that:
 - a. The structure is a hazard to the public health and safety due to its condition; or
 - b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:
 1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.
 2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.
 3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

Section 3 Zoning Sub-Districts
Section 3.A. Zoning Sub-Districts Established

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

- (a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.
- (b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

- 1. The zoning sub-districts in Table 64-15-3.1: Zoning Sub-Districts Established are hereby established:

Table 64-15-3.1: Zoning Sub-Districts Established	
District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5.1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District – Warehouse

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.
3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.
4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

- (a) The primary frontage shall be:
 - (1) If a property abuts one street, the street that the property abuts;
 - (2) If a property abuts more than one street, and one of those streets is an A street, the A street; or
 - (3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.
- (b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.
- (c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.
- (d) On a site with multiple buildings, a principal building shall be designated.
- (e) Each floor in a building shall comply with the standards in Table 9.1:
Building Floor Height.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.2: T-6 Dimensional and Intensity Standards.

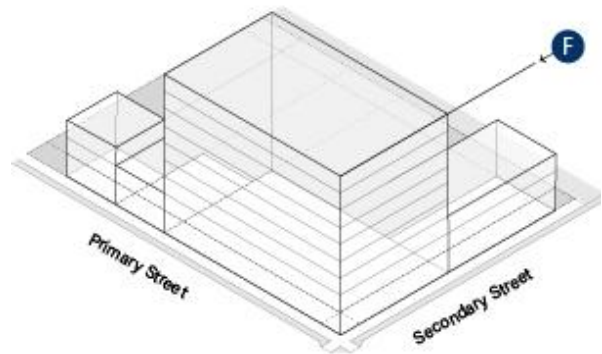
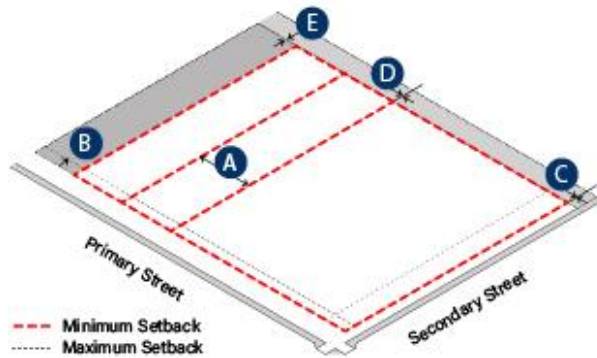
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.2: T-6 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 No maximum [1]
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min max	B	0 10 [2] [3]
Secondary frontage (ft), min max	C	0 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum
Frontage Types ● = Permitted		
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
 [2] The setback may match the setback of an adjacent building along the same street frontage.
 [3] The maximum setback may be increased by 12 feet along Government Street.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

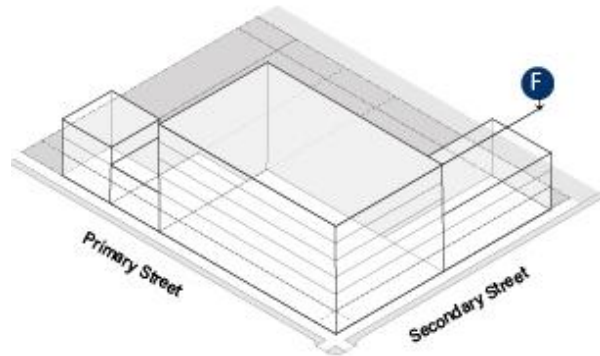
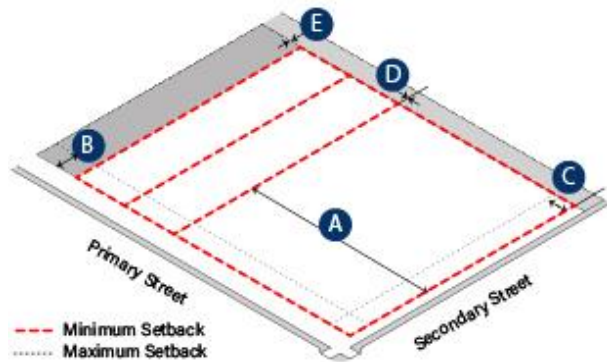
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.3: T-5.2 Dimensional and Intensity Standards



Site features

Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum

Setback, primary buildings

Primary frontage (ft), min max	B	0 5 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings

Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
- [2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere.
- [3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum setback may be extended an additional 12 feet along Government St.

Building Form

Height, max	F	3 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types ● = Permitted

Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

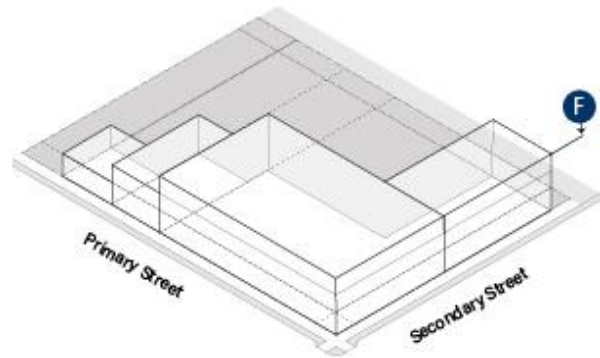
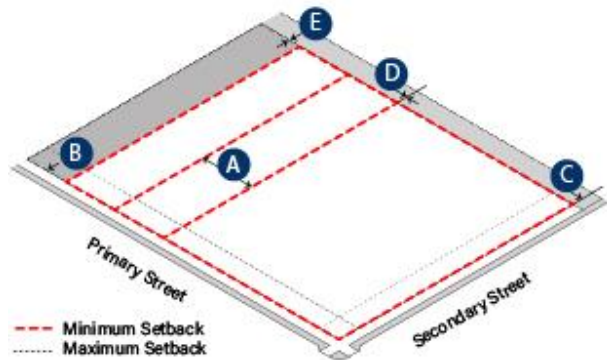
(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.4: T-5.1 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min max	B	0 12 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet
Frontage Types ● = Permitted		
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

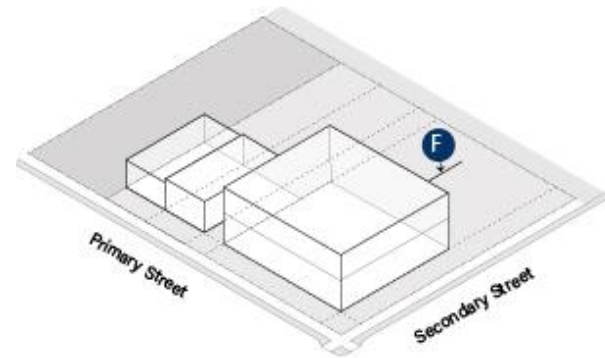
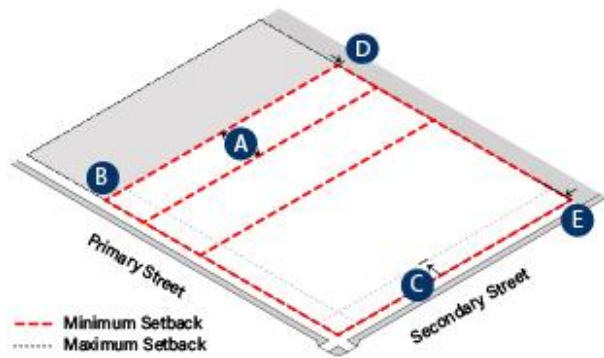
(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.5: T-4 Dimensional and Intensity Standards



Site features		Building Form	
Lot area (sf), min	No minimum	Height, max	F 2 stories [1]
Lot width (ft), min max	A 18 120		
Building per lot, max	3		
Building coverage (% of site), max	75		
Setback, primary buildings		Frontage Types ● = Permitted	
Primary frontage (ft), min max	B 0 12 [1]	Lawn	●
Secondary frontage (ft), min max	C 0 12 [1]	Terrace	●
Side (ft), min	D No minimum	Stoop	●
Rear (ft), min	E No minimum	Common Entry	●
Setback, outbuildings		Pedestrian forecourt	
Primary frontage (ft), min	To rear of the facade	Vehicular forecourt	
Secondary frontage (ft), min	To rear of the facade	Gallery	
Side (ft), min	No minimum	Shopfront	●
Rear (ft), min	No minimum	Transparency	
		Minimum Required Transparency	Location
		All building facades facing the street	20% Per floor
		Shopfronts – Ground Floor	50% Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

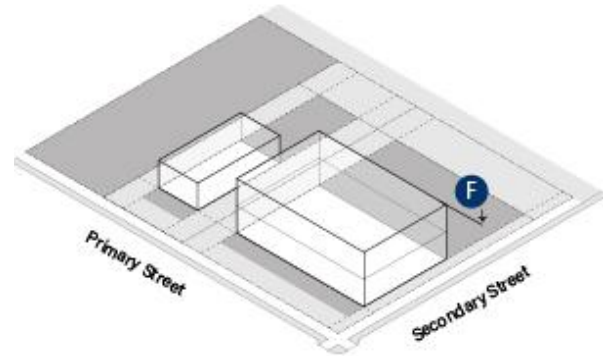
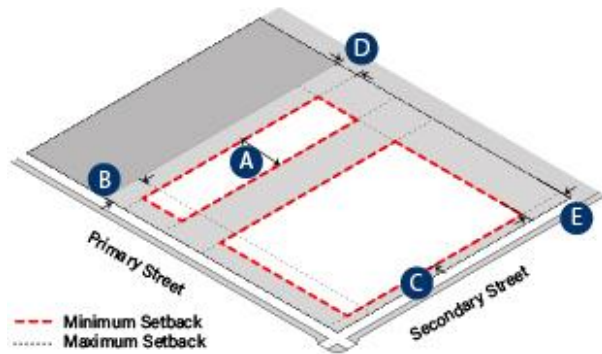
(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.6: T-3 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	40 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min max	B	10 18 [1] [2]
Secondary frontage (ft), min max	C	5 No maximum [2]
Side (ft), min	D	10 [1] [2]
Rear (ft), min	E	20 [1]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [1]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [1]
Frontage Types	● = Permitted	
Lawn	●	
Terrace	●	
Stoop		
Common Entry		
Pedestrian forecourt		
Vehicular forecourt		
Gallery		
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

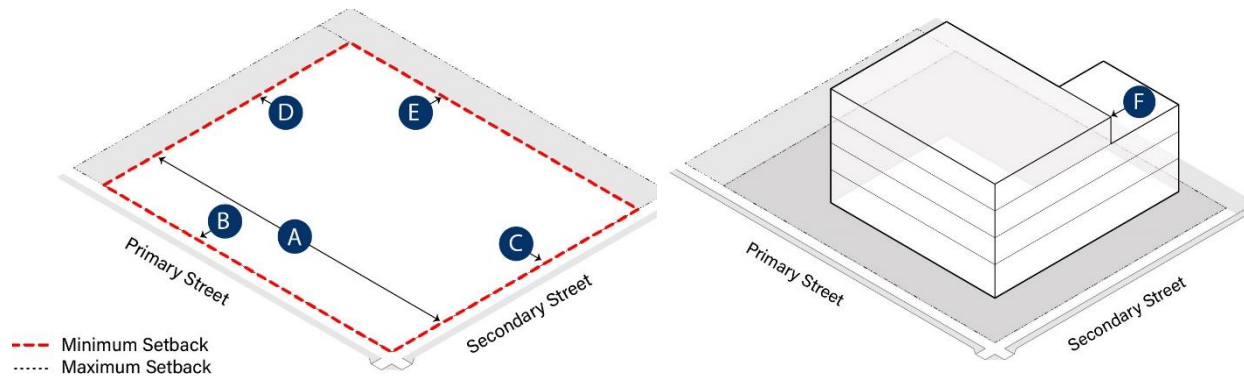
(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.7: Municipal District Dimensional and Intensity Standards



Site features

Lot area (sf), min		None
Lot width (ft), min max	A	None
Building per lot, max		None
Building coverage (% of site), max		None

Setback, primary buildings

Primary frontage (ft), min max	B	None
Secondary frontage (ft), min max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None

Setback, outbuildings

Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form

Height, max	F	4 stories
Parking structure		60 feet

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency

	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

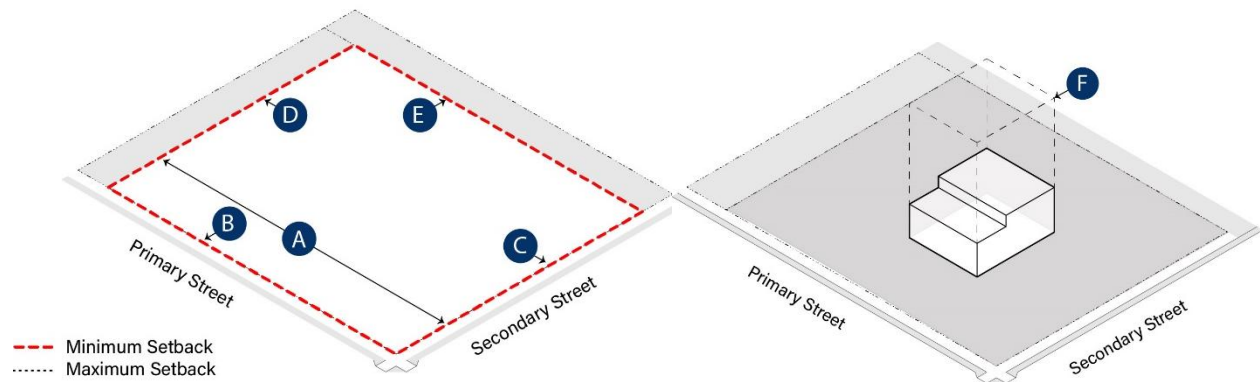
(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.8: Open District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	No max

Setback, primary buildings

Primary frontage (ft), min max	B None
Secondary frontage (ft), min max	C None
Side (ft), min	D None
Rear (ft), min	E None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F 4 stories
-------------	-------------

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency

Minimum Required Transparency Location

All building facades facing the street	20%	Per floor
--	-----	-----------

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

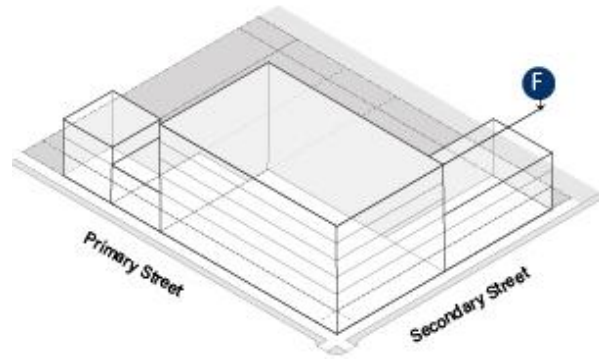
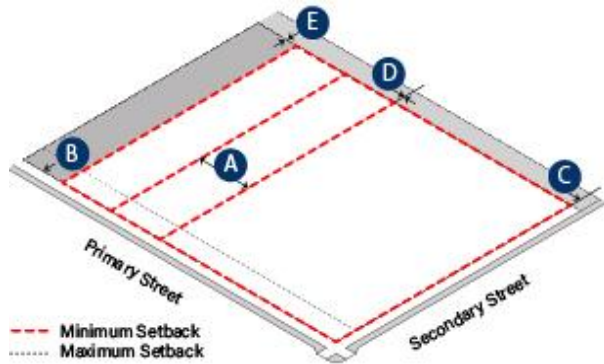
(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.9: SD-WH District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	No max

Setback, primary buildings

Primary frontage (ft), min max	B	0 10 [1]
Secondary frontage (ft), min max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F	6 stories
Parking structure		60 feet

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

[1] The maximum setback may extend an additional 12 feet along Government St.

Section 4 Use Regulations

Section 4.A. General

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An “R” in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
2. An “S” in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
3. A “C” in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R ⁴	R			R
	Mixed-use Light Manufacturing Component			R	R ⁴	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R ⁴	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R ⁴	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.A. General

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R ⁴	R			R
	Produce Growing, Processing & Sales		R	R	R ⁴	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R ⁵	R			R
	Private Educational Facility (Elementary)		R	R	R ⁵	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R ⁴	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R ⁴	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R ⁴	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R ⁵	R	R	R ⁵	R			R
	Boarding Houses & Dormitories	R ⁴	R	R	R ⁴	R			R
	Homeless & Emergency Shelter		S	S	S ⁶	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.B. Use-Specific Standards

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R ³	R ³	R ³	R ³	R ³	R ³	R ³	R ³
	Class 2 and 3 Communication Facilities	S ³	S ³	S ³	S ³	S ³	S ³	S ³	R ³
	Class 4 Communication Facility			S ³	S ³	S ³	S ³	S ³	S ³
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S ⁷	S ⁷	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved
2. Reserved
3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.
4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

Section 5 Development Standards
Section 5.A. Access and Off-Street Parking

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

- (a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.
- (b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

- (c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

- (1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.
- (2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

- (a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.
- (b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.
- (c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.
- (d) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

- (a) Off-street parking shall be accessed from a secondary frontage where available.
- (b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

Section 5 Development Standards
Section 5.A. Access and Off-Street Parking

- (c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.
- (d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a parking lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications			
District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum
[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb lots are permitted per parking lot.			

- (e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Decks and Service Areas*

Off-street loading decks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

- (a) In secondary frontages, towards the rear of the property; or
- (b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

- a. Five feet of fire hydrants;
- b. Four feet of loading zones and bus stop markers;
- c. Three feet of driveways and manholes;
- d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

Section 5 Development Standards

Section 5.B. Landscaping and Screening

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

A surface parking lot along a frontage shall be masked by one of the following:

- (1) A liner building covering the entire width of a parking lot, excluding any points of access or egress, or 70 percent of a width of a parking structure at ground floor frontage, or;
- (2) One of the following types of screens:
 - a. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or
 - b. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) *Dumpsters*

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

- a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

Section 5 Development Standards

Section 5.C. Fences and Walls

- b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.
- c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.
- d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

- a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.
- b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

- (a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

Section 5 Development Standards

Section 5.D. Signs

- (b) On an improved lot, a fence or wall may be installed with a maximum height of:
 - (1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;
 - (2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and
 - (3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

- (a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:
 - (1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel, or aluminum that appears to be iron.
 - (2) Walls shall be made of brick, stone, or stucco over masonry.
- (b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.
- (c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.
- (d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

Section 5 Development Standards

Section 5.D. Signs

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

- (1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.
- (2) Reverse channel signs may be backlit with neon or LED lights.
- (3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

- (a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.
- (b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

Section 5 Development Standards

Section 5.D. Signs

3. Required Signs

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. Residential and Home Office Uses in the T-3 and T-4 Sub-Districts

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

- (a) Signs may not be illuminated.
- (b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. Permitted Signs

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	●●	●●	●●		●●	●●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	●●	●●	●●		●●	●●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	●●	●●	●●		●●	●●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●

Section 5 Development Standards

Section 5.D. Signs

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	● ●	● ●	● ●		● ●	● ●	●
Parking lot sign	●	●	●		●	●	●
● = Permitted ● ● = Permitted subject to standards in subsection 6 below							
[1] Only permitted along A street.							

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per business	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign [1]	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions

Section 5 Development Standards

Section 5.D. Signs

Table 5.4: Permitted Signs			
Sign Type	Number	Area, Maximum	Copy
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet high in sign area 6 square feet of signage	No restrictions
[1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.			

6. Sign Specific Standards

(a) Sandwich Board

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) Marquee

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) Upper Building

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

- (1) Two upper building signs may be installed on two separate facades.
- (2) The sign shall be installed at least 40 feet above grade
- (3) The sign shall comply with the following dimensions:
 - a. Maximum height of 80 percent of the width of the building wall;
 - b. Maximum of one horizontal or vertical line of letter or symbols;
 - c. Maximum font size of eight feet, in any dimension;
 - d. Maximum logo or emblem size of 10 feet, in any dimension.

Section 6 Frontage Standards

Section 6.A. Frontage Types Established

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds ($\frac{2}{3}$) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established

The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	Section 6.____
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

Section 6 Frontage Standards

Section 6.B. Allowed and Required Frontage Types

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.
2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.
3. If buildings have multiple frontage or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.
4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed

Frontage Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Lawn			●	●	●	●	●
Terrace		●	●	●	●	●	●
Stoop	●	●	●		●	●	●
Common Entry		●	●		●	●	●
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront [1]	●	●	●		●	●	●
● = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:
 - (a) Is between four and eight feet in height;

Section 6 Frontage Standards

Section 6.D. Encroachments

- (b) Contains openings for vehicular access that are no more than 30 feet in width;
 - (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and
 - (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.
- 2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.
 - 3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

- 1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.
- 2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.
- 3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

- (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.
- (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.
- (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:
 - (1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.
 - (2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.
- (d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

2. Specific Standards

(a) Additions to Existing Buildings in T-3 Sub-District

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) Additions to Existing Buildings in T-4 Sub-District

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

F. Lawn Frontage Type

1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

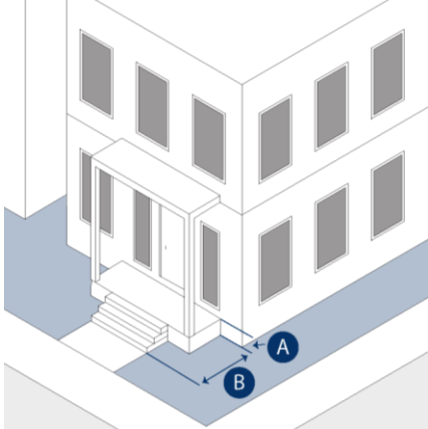
2. *Standards*

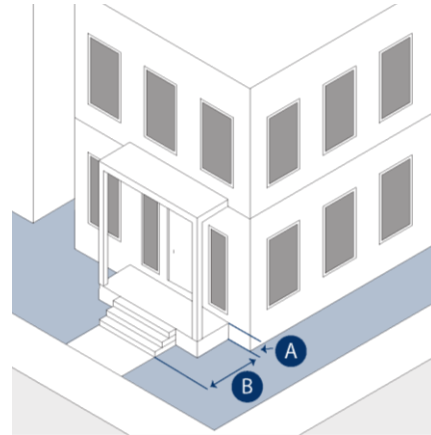
Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A			•	•			•	16 in 48 in (measured from average grade at property line)
						•	•		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				•				50 percent of front setback depth, min porch depth of 8 ft
				•					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			•	•	•	•	•	2 ft
Stoops	B			•	•	•	•	•	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences									
Front property line and side lot lines to façade of building, max height				•	•	•	•	•	4 ft
Along side and rear property lines behind front façade, max height				•	•				8 ft
						•	•	•	10 ft
Permitted materials				•	•			•	Wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron
						•	•		All materials permitted
Building foundations				•	•			•	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•		No limitations



Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

G. Terrace Frontage Type

1. *General Characteristics*

In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

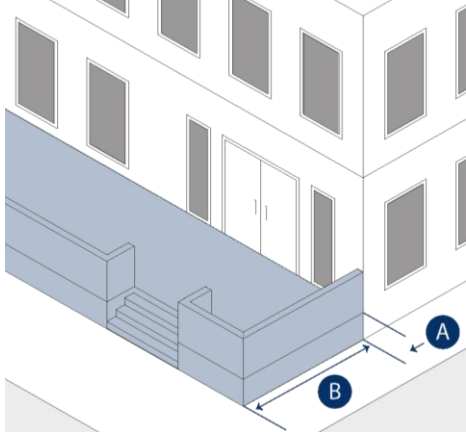
2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)		A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Terrace standards									
Elevation (min max)		A	•	•	•	•	•	•	20 in 36 in
Required encroachment			•	•	•	•	•	•	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)		B	•	•	•	•	•	•	8 ft (may extend to front property line)
Surfacing			•			•	•	•	Paved or unpaved, with unit masonry or concrete
				•	•				Paved or landscaped
Fences and Walls									
Fences allowed			•	•	•	•	•	•	Only where necessary as part of terrace structure or to provide a safety railing
Fence and wall materials			•	•	•			•	Fences: Iron, steel, or aluminum that appears to be iron Walls: Brick, stone, or stucco
						•	•		All materials permitted
Awnings									
Material and Type			•	•	•	•	•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor		•	•	•	•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		•	•	•	•	•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection			•	•	•	•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			•	•	•	•	•	•	Permitted only over doors, max 6 feet projection
Clerance			•	•	•	•	•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Fences and Walls									
Walkways				•					One per secondary entrance, max width 5 ft
Building foundations			•	•	•			•	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
							•	•	No limitations

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

H. Stoop Frontage Type

1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

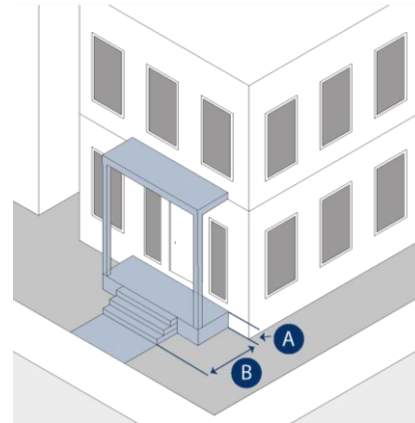
Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

Table 6.11: Stoop Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Stoop standards								
Stoop required		•	•	•		•	•	Stoop is required to be provided
Elevation (min max)	A	•	•	•		•	•	20 in 36 in above sidewalk grade
Depth (min max)	B	•	•	•		•	•	4 ft 6 ft
Encroachment, Stoop		•	•	•		•	•	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps								Steps that provide access to porch or stoop may encroach up to property line
Coverage		•	•	•		•	•	Optional roof structure supported by columns or wall brackets
Fences and Walls								
General Standards				•				Iron fence with or without masonry piers at front property line is permitted
Walkways								
Walkways				•				One permitted per entrance, with a maximum width of 5 ft
Frontage								
Surfacing				•				Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

I. Common Entry Frontage Type

1. *General Characteristics*

In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

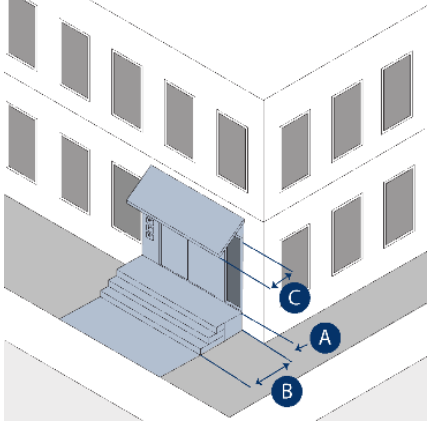
2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min max)		A	•	•				•	
						•	•		n/a 36 in (measured from average grade along the facade) As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs		B	•	•		•	•	•	May encroach up to property line
Fences and Walls									
General Standards				•					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type				•	•		•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor			•	•		•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			•	•		•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection		C		•	•		•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				•	•		•	•	Permitted only over doors, max 6 feet projection
Clearance				•	•		•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				•					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing				•					Frontage may be paved up to 100 percent of area, using unit masonry or concrete

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

- (a) A gallery frontage (see subsection L below), except within the entry courtyard; and
- (b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

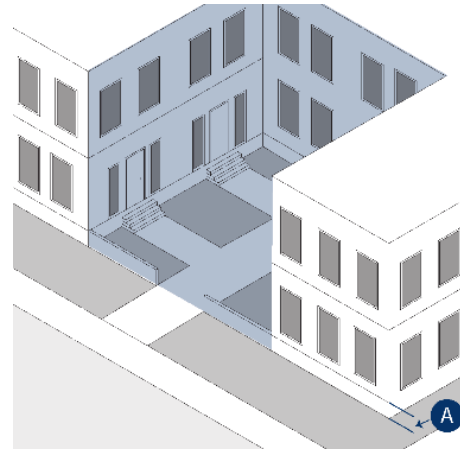
Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•					•	18 in (except 0 in at entry) (measured from average grade along the facade)
						•	•		As required to comply with flood elevation requirements
Entry courtyard									
Location		•	•			•	•	•	Principal entrance
Area, max		•	•					•	600 sq ft
						•	•		1,600 sq ft
Design		•	•			•	•	•	Bound by building facades on at least two sides
Build out		•	•			•	•	•	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and Type	Awning	•	•			•	•	•	Fabric, fixed or movable
	Canopy	•	•			•	•	•	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	•	•			•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•	•			•	•	•	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		•	•			•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere
Awnings and canopies, secondary frontages		•	•			•	•	•	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback		•	•			•	•	•	Set back at least 2 ft from curb
Clearance		•	•			•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•	•			•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

K. Vehicular Forecourt Frontage Type

1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

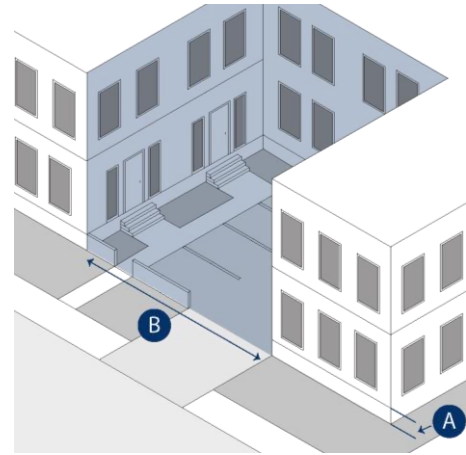
Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehicular Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

Table 6.14: Vehicular Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	•					•	•	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Entry courtyard									
Location		•				•	•	•	Principal entrance
Area, max		•				•	•	•	1,600 sq ft
Width, max	B	•				•	•	•	50% of width of facade
Design		•				•	•	•	Bound by building facades on at least two sides
Surfacing		•				•	•	•	Paved or unpaved, with unit masonry or concrete
									Paved or landscaped
						•	•		All materials permitted
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning	•				•	•	•	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	•				•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•				•	•	•	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		•				•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		•				•	•	•	Permitted only over doors, max 6 feet projection
Awnings, setback		•				•	•	•	Set back at least 2 ft from curb
Clearance		•				•	•	•	Min 8 ft over sidewalk



Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

L. Gallery Frontage Type

1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

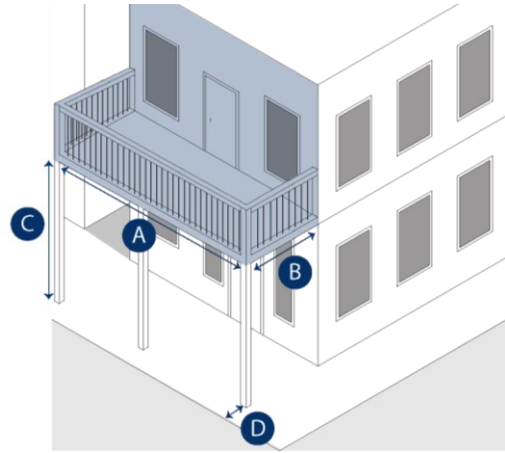
Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards.

Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

Table 6.15: Gallery Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	•	•					18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Gallery, general								
Depth, min.	B	•	•			•	•	7 ft
Height, min.	C	•	•			•	•	12 ft
Encroachment	B	•	•			•	•	May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		•	•					80% of façade without gaps
Columns		•	•					Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital
Column, location	B D	•	•					Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		•	•					Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		•	•					Located above top of transom windows
Gallery, materials		•	•					Upper story railings shall be painted metal
Lighting		•	•			•	•	Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Fences and Walls								
Walkways								One per secondary entrance, max width 5 ft
Building foundations		•	•					Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•	No limitations



Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

M. Shopfront Frontage Type

1. *General Characteristics*

- (a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.
- (b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

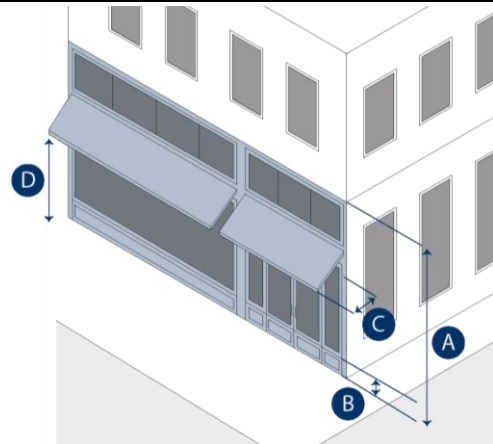
Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

Table 6.16: Shopfront Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		•	•	•			•	•	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Shopfront, design									
Configuration		•	•	•				•	Shall be designed with a bulkhead, display window, and transom[GG1] (see FIGURE A-10.a)
Height (min)	A	•	•	•				•	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min max)	B	•	•	•				•	18 in 30 in
Transom windows, configuration		•	•	•				•	Include dividing muntins and no signage
Signs		•	•	•				•	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		•	•	•		•	•	•	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		•	•	•		•	•	•	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage	•	•	•		•	•	•	80 percent of frontage length
	Secondary frontage	•	•	•		•	•	•	30 percent of frontage length
Gallery, materials		•	•						Upper story railings shall be painted metal
Awnings and canopies [1]									
Material and type	Awning	•		•		•	•	•	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	•		•		•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•		•		•	•	•	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	•		•		•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		•		•		•	•	•	Permitted only over doors, max 6 feet projection
Awnings, setback		•		•		•	•	•	Set back at least 2 ft from curb
Clearance	D	•		•		•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•				•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.



Section 7 Building Design and Material Standards

Section 7.A. General Standards

Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.
2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.
3. A building shall use the following exterior finish materials:
 - (a) Wood or cementitious clapboard;
 - (b) Shingles;
 - (c) Board and batten;
 - (d) Stucco;
 - (e) Brick; or
 - (f) Stone.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

- (a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.
- (b) The standards of this section do not apply to:

Section 7 Building Design and Material Standards

Section 7.C. Foundation Standards

- (1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or
- (2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

- (1) Pier and fill-panel construction;
- (2) Chain wall construction with panels inset to resemble pier and infill panel construction; or
- (3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

Section 7 Building Design and Material Standards

Section 7.D. Transparency Standards

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.
2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.
3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

Section 7 Building Design and Material Standards

Section 7.E. Roof Standards

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.
5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	1	1	1	1	1	1	1
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	
● = Permitted							
[1] Built-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.							

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

- (a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.
- (b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

- (a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .
- (b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.
- (c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.
- (d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

Section 8 Nonconformities

Section 8.B. Structures

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9 Definitions and Rules of Construction

Section 9.A. Building Height

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:
 - (a) Stories shall be measured from finished floor to finished ceilings.
 - (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height

Floor and Use	Floor Height (feet)	
	Minimum	Maximum
Ground floor, residential use	10	18
Ground floor, nonresidential		
<i>SD-WH sub-district</i>	14	25
<i>All other sub-districts</i>	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height.

Table 9.2: Maximum Building and Parking Structure Height

Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
<i>Civic Center site</i>	3	n/a
<i>All other T-3 lands</i>	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
<i>Fronting Bienville Sq</i>	8	60

Section 9 Definitions and Rules of Construction

O.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
<i>Fronting west side of Clairborne Street on Civic Center site</i>	16	80
<i>All other T-5.2 lands</i>	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See “B-streets.”

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.”

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds ($\frac{2}{3}$) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See “fence.”

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 22, 2025

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record - proposed Downtown Development District amendments

Dear Mrs. Lambert,

Attached please find:

- 1) **Resolution for Call for Public Hearing.** This is intended for the October 28th meeting of the City Council. The Public Hearing date is proposed for December 2, 2025.
- 2) **Legal and Display Advertisement.** This document is for three (3) Legal ads and one (1) quarter-page size Display ad. The Legal ad must run for three consecutive weeks, while the Display ad must run once during the three-week period:
 - a) November 5
 - b) November 12
 - c) November 19
- 3) **Ordinance.** This is a cover page for the City Clerk's signature with the proposed Downtown Development District regulations.

To support the City Council's consideration of the amendments, I hereby certify that the record of the proceedings for the adoption of the proposed amendments to **Appendix A, Downtown Development District, of the City of Mobile Unified Development Code** [commonly referred to as *the Downtown Development District (DDD) amendments*] by the Mobile City Planning Commission consists of the following:

- 1) **Call for Public Hearing.** On September 18, 2025, the Mobile City Planning Commission called for the public hearing regarding the proposed Downtown Development District amendments at their meeting. A copy of the agenda with the call for public hearing is

attached (*item #1 attachment*). The archived video of the Planning Commission meeting is available at:

https://www.youtube.com/live/KCwUAbbCsUc?si=BMrFBTj_TlqbTIva&t=2487

- 2) **Legal Advertisement.** The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and copies of the quarter-page display ad and legal ads are attached (*item #2 attachment*).
- 3) **Proposed Amendments.** The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's October 16, 2025 meeting are available here: https://www.buildmobile.org/urban_pc/reports/2025-10-16Proposed-DDD-amendments.pdf
- 4) **Public Hearing.** On October 16, 2025, the Mobile City Planning Commission held a public hearing on the proposed Downtown Development District amendments. No comments were received prior to the meeting and no one spoke for or against the amendments at the meeting. A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item #4 attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/vRhuMc11DJ8?si=HktpGMi1_OWwgKG&t=3042
- 5) **Recommendation.** The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council at the October 16th meeting, with the following change:
 - a) In Section 9.B., Definitions, replace the term "Civil support" with "Civic support" to correct an error from the original adoption in 2014.
- 6) **Document.** One (1) hardcopy delivered by hand of the proposed Downtown Development District amendments, reflecting the change approved by the Planning Commission at their October 16, 2025, meeting.

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary



By: _____

Shayla J. Beaco
Executive Director, Build Mobile

SJB:bh

Attachments

Item # 1 Attachment

Planning Commission Agenda

September 18, 2025



Mobile Planning Commission Agenda

September 18, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

HOLDOVERS

1. MOD-003422-2025

Location: 600, 700 & 800 West I-65 Service Road South
Applicant / Agent: Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
Council District: District 5
Proposal: Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

2. SUB-003240-2025 & ZON-UDC-003426-2025

Location: 7211 & 7221 Cottage Hill Road
Subdivision Name: Star Light at Cottage Hill Subdivision
Applicant / Agent: Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Council District: District 6
Proposal: Subdivision of 2 lots, 3.88± acres; and Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

EXTENSIONS

3. SUB-002996-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision
Applicant / Agent: Heather Bell, Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 108-lot subdivision, 39.86± acres

4. SUB-003039-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision, Phase 2
Applicant / Agent: Tim Lawley, P.E., Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 48-lot subdivision, 3.28± acres

NEW ITEMS

5. SUB-003442-2025

Location: 3520 Spanish Alley
Subdivision Name: Sunset Creek Subdivision, Resubdivision of Lots 1-3
Applicant / Agent: Philip & Christa Quinley
Council District: District 4
Proposal: Subdivision of 1 lot, 7.5± acres

6. SUB-003436-2025

Location: South side of Wood Alley, 80'± West of Green Street
Subdivision Name: Resubdivision of Lots 1-3, Block 9, Property of Woods' et. al. at Plateau, Alabama
Applicant / Agent: Keri R. Coumanis, Helmsing Leach, P.C.
Council District: District 2
Proposal: Subdivision of 2 lots, 0.26± acres

7. SUB-003439-2025

Location: 655 Congress Street & 260 North Washington Avenue
Subdivision Name: Tamberlyn Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 5 lots, 0.39± acres.

OTHER BUSINESS

- **Call for Public Hearing on October 16, 2025, to amend Chapter 64, Unified Development Code, Appendix A – Downtown Development District:**
 - The purpose of the amendments to Appendix A is to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.
- **Review of Minutes from the following Planning Commission meetings:**
 - January 18, 2024
 - February 22, 2024
 - March 21, 2024
 - April 18, 2024

Item # 2 Attachment

Call News - Legal and Display Ads

September 24, 2025

October 1, 2025

October 8, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALK-
ER, Deceased

On to-wit the 10th day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
Case No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of James Oral Wiggins, Deceased
On to-wit the 20th day of October, 2025 at
9:30 AM in Courtroom 1, Third Floor, Mobile
County Government Center Annex, 151
Government Street the court will proceed
to consider the Probate of Will as filed by
Wanda G. Herrin. Notice is hereby given to
all parties in interest, specifically unknown
heirs and next of kin of James Oral Wiggins,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin, Judge of Probate
Attorney: Wanda G. Herrin, Pro Se

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
Case No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Dewey R Faircloth, Deceased
On to-wit the 20th day of October, 2025 at
2:30 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the Petition to Sell
Real Property as filed by TIM FAIRCLOTH.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1708
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of PERCY DUBOSE, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE
OF WILL as filed by LINDA H. BROWN.
NOTICE is hereby given to all parties in
interest, specifically SHELIA THOMAS,
GREGORY JENKINS, RICKY JENKINS,
FELICIA DUBOSE, CECIL J. DELMORE,
THEODORE JENKINS, who may appear
and contest same or file a proper responsive
leading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: MICHAEL D. LANGAN
267 HOUSTON ST
Mobile, AL 36606

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2024-1083-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of TOMMIE LEE PUGH, Deceased
On to-wit the 10th day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1669
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of EUGENE J TANNER, Deceased
On to-wit the 27th day of October, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE OF
WILL as filed by LENA TANNER. NOTICE is
hereby given to all parties in interest, specif-
ically BARRY JENKINS, KAREN JENKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1694
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Joan Thomas Austin, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE OF WILL
as filed by JOYCE LASTELLA BISHOP.
NOTICE is hereby given to all parties in
interest, specifically THYWARA PORTER,
LOTATIA STEWART, APRIL BISHOP,
TONY WATKINS JR., MARIO WATKINS,
INDIA WATKINS, TONISHA WATKINS,
ANGELIQUE HARTFIELD, VALENCIA R.
MCKENZIE, SABRINA J. HARTFIELD,
KIMBERLY L. HUTCHENS, THEODORE
L. WATKINS, GARLAND M. WATKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: CHRISTOPHER LUKE NIXON
PO BOX 2727
MOBILE, AL 36652

Call News September 10, 17, 24, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 05, 2025
Case No. 2017-1149-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ELEANOR SAMPLES WIL-
LIAMS, Deceased

On to-wit the 3rd day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by WESTERN SURETY COMPANY.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
Case No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at
2:00 p.m. in Courtroom #1, Third Floor,
Mobile County Government Center Annex,
151 Government Street, Mobile, AL 36602,
the Court will proceed to consider the Motion
for Exemptions and Allowances as filed by
Ardath Burke Carter, Petitioner. NOTICE
is hereby given to Laticia Carter who may
appear and contest same or file a proper
responsive pleading thereto if they think
proper.
C. Mark Erwin, Judge of Probate
Attorney: Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601

Call News September 10, 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 04, 2025
Case No. 2023-1746-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of DEBORAH CAMILLE BARBER,
Deceased

On to-wit the 3rd day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by HARTFORD FIRE INSURANCE
COMPANY. NOTICE is hereby given to
all parties in interest who may appear and
contest same or file a proper responsive
pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: BRIAN A. DODD
3973 BIBURY LN
BIRMINGHAM, AL 35242

Call News September 10, 17, 24, 2025



COMPLETION NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the Mobile
County Commission for construction of
Project: MCR-2022-103 Mobile County,
Citronelle Streets Resurfacing in Mobile
County. This notice will appear for three
consecutive weeks beginning on 9/24/2025
and ending on 10/8/2025. All claims should
be filed at 7450 Howells Ferry Road, Mobile,
Alabama, 36618 during this period.
APAC-ALABAMA, INC.

Call News September 24 and October 1, 8, 2025

Legal Notice

Notice is hereby given that Pine City Con-
tracting, LLC 1490 Love Road Grove Hill, AL
36451 has completed all work on the South
Service Road Improvement, Project NO.
24S0803 in Satsuma, Alabama. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately be notify the above
named contractor or the City Clerk of the
City of Satsuma.
Pine City Contracting, LLC
James Craig Butts

Call News September 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code
of Alabama, 1975, as amended, notice is
hereby given that Roofing Solutions LLC has
completed the Contract for Reroof of DCM
#20240740 / USA Job No. 24-61 Archeology
Building - Re-roofing - A/E#2416 at The
University of South Alabama, Mobile, AL
(307 University Blvd. N., Mobile Alabama,
36688) for The University of South Alabama,
Owner, and have made request for final
settlement of said Contract. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately notify
Architect, Robert Krchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817

Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the ALABAMA
DEPARTMENT OF TRANSPORTATION for
construction of Project: STPMB-7550(600)
Drainage, Pavement, Culvert Extensions,
Traffic Signals, and Traffic Stripe on Zeigler
Blvd. from junction of Athey Road to the junc-
tion of Forrest Hill Drive in Mobile County.
This notice will appear for four consecutive
weeks beginning on 9/17/25 and ending on
10/1/2025. All claims should be filed at P.O.
Box 8039, Mobile, Alabama, 36689 during
this period.
APAC-ALABAMA, INC.

Call News September 17, 24 and October 1, 2024

COMPLETION NOTICE

Wiregrass Construction Company, Inc.
hereby gives notice of completion of contract
with the State of Alabama for construction
of Project No. HSIP-0017(585) in Mobile/
Washington County. This notice will appear
for three consecutive weeks beginning on
9/10/2025 and ending on 9/24/2025. All
claims should be filed at P.O. Box 190279,
Mobile, AL 36619 during this period.
Wiregrass Construction Company, Inc.

Call News September 10, 17, 24, 2025

OTHER PUBLIC NOTICES

Southern Land Development, LLC gives
notice of completion of contract with County
Commission of Mobile County, Project No.:
IAR-049-000-006 & MCP-005-25, Project:
South Access Imp. - New South Lumber.
All Claims should be filed at Southern Land
Development 10351 Tanner Williams Rd.
Mobile, AL 36608.

Call News September 3, 10, 17, 24, 2025

STORAGE SALE

Shelton Beach Storage
317C Shelton Beach Rd., Saraland, AL
36571
Contents in Unit #11, Tim Beckham, last
known address, 317A Shelton Beach Rd.,
Saraland, AL 36571 will be sold Oct. 16,
2025 for back rent. Shelton Beach Storage
reserves the right to accept or reject bids.

Call News September 17, 24, 2025

PUBLIC HEARING

**NOTICE OF PUBLIC HEARING TO
amend Appendix A, Downtown
Development District, of the Unified
Development Code, Chapter 64 of the
Mobile City Code, 2022**

NOTICE is hereby given that at 2:00 p.m.
on Thursday, October 16, 2025, in the
Auditorium of Mobile Government Plaza,
205 Government Street, Mobile, Alabama,
the City of Mobile Planning Commission will
hold a public hearing and take public com-
ment on whether the Commission should
recommend to the Mobile City Council
amendments of Appendix A, Downtown
Development District, of the City of Mobile
Unified Development Code, adopted July
12, 2022 by the City Council.

The proposed amendments to Appendix A
reorganize the format, layout and sequence
of the Downtown Development District
regulations for clarity, process and ease of
use. Changes for clarity include explaining
the steps and order of the development
review process, eliminating ambiguity
about signage and revising the parking lot
perimeter screening requirements. Changes
for process include the elimination of the
Consolidated Review Committee and its as-
sociated separate review process, replacing
it with a staff-level review. Changes regard-
ing the ease of use include the provision of
more illustrations and the consolidation of
information from paragraphs throughout
the document into tables. Conflicts with
the Building Code regarding transparency
requirements have been eliminated. The
Downtown Development District regula-
tions will be reorganized into the following
Sections:
Appendix A Downtown Development District
Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 4. Use Regulations
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material
Standards
Section 8. Nonconformities
Section 9. Definitions and Rules of Con-
struction

The amendments can be viewed on the City
of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are
available for public inspection in the Third
Floor Lobby of Mobile Government Plaza,
South Tower, 205 Government Street,
Mobile, Alabama 36602.

Those desiring to submit written comments
may email them to planning@cityofmobile.org,
submit them through the website noted
above, or mail them to City of Mobile Plan-
ning Department, P.O. Box 1827, Mobile,
Alabama 36633, or may deliver them to
the City of Mobile Planning Department,
Mobile Government Plaza, South Tower,
Third Floor, 205 Government Street, Mobile,
Alabama 36602. Written comments must
be received by noon on Friday, October
10, 2025.

Call News September 24 and October 1, 8, 2025

PUBLIC HEARING NOTICE

A public hearing is scheduled by the Cit-
ronelle Planning Commission to receive
comment on a proposed amendment to
the Subdivision Regulations of the City of
Citronelle. The public hearing will be held at
the Citronelle Municipal Complex Auditorium
on Tuesday, October 14, 2025, at 5:30 p.m.

Call News September 24, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **3366 Cottage Hill Road**, for an
**Off-Premise Sign Variance to allow an
off-premise sign to be erected in a B-3,
Community Business Suburban District;
the Unified Development Code (UDC)
requires all signs to be located on the
site they contain advertising material for
in a B-3, Community Business Suburban
District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **706 Monroe Street**, for a
**Rear Yard Setback Variance to allow an
addition to an existing residence to be
less than 20-feet from the rear property
line in a T-3 Sub-District of the Downtown**

OTHER PUBLIC NOTICES

**Development District; the Unified Devel-
opment Code (UDC) requires structures
to have a minimum 20-foot setback from
the rear property line in a T-3 Sub-District
of the Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Curb Cut Variance to allow a curb cut to
an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District; the Unified Develop-
ment Code (UDC) prohibits curb cuts
to an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Special Exception approval to allow a
bank with drive-thru services in a T-5.1
Sub-District of the Downtown Develop-
ment District; the Unified Development
Code (UDC) requires Special Exception
approval to allow a bank with drive-thru
services in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **2449 and 2453 Eslava
Creek Parkway**, for a **Front Yard Setback
Variance to allow construction of a new
structure less than 25-feet from the
front property line in a B-3, Community
Business Suburban District; the Unified
Development Code (UDC) requires all
structures to be a minimum of 25-feet
away from a front property line in a B-3,
Community Business Suburban District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hear-
ing on **October 6, 2025, at 2:00 p.m.** to
consider a request at **316 Dauphin Street**,
for a **Special Exception approval to allow
an event venue with an occupant load of
270 people in a T-5.1 Sub-District of the
Downtown Development District; the Uni-
fied Development Code (UDC) requires
Special Exception approval to allow an
event venue with an occupant load over
100 people in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of Zon-
ing Adjustment will hold a Public Hearing on
October 6, 2025, at 2:00 p.m. to consider
a request at **6710 Old Shell Road**, for **Height
and Setback Variances to amend a previ-
ously approved variance to allow a 172.1-
foot tall telecommunications tower with
reduced setbacks in a B-2, Neighborhood
Business Suburban District; the Unified
Development Code (UDC) does not allow
structures taller than 45-feet in a B-2,
Neighborhood Business Suburban Dis-
trict, and requires telecommunications
towers to be setback from property lines
a distance equal to their height.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1, 8, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

OTHER PUBLIC NOTICES

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Curb Cut Variance to allow a curb cut to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) prohibits curb cuts to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

[board-of-adjustment/](#).

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals to legals@thecallnews.com preferred format is Microsoft Word or copy ad and paste into email body. 5 p.m. Monday deadline

Unlock Local Reach with Geo-Fencing!



Target your local audience with precision



Engage potential customers as they pass by



Instant, effective, and cost-efficient

CONTACT US TODAY! 251-866-5998

City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

PROBATE COURT NOTICES

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
IN THE MATTER OF THE
ESTATE OF ROGER L. MOTT, deceased
CASE NUMBER: 2025-0912
LEGAL NOTICE

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said County within the time allowed by law, or they will be barred. RAYMOND COYETT MOTT as Executor under the Last Will and Testament of Roger L. Mott, deceased.
E. TATUM TURNER
As attorney for Executor of
The Estate of Roger L. Mott, deceased
Post Office Drawer 1389
Chatom, Alabama 36518
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CAROLYN BARLOW WILKERSON, Deceased
CASE No. 2025-1525

Take notice that Letters Testamentary have been granted to the below named party on the 11th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ROBERT STEPHEN WILKERSON as Executor under the last will and testament of CAROLYN BARLOW WILKERSON, Deceased
Attorney of Record:
Jene W. Owens, Jr., Esq.
3755 Professional Parkway, Suite B
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CHARLES EDWARD LAMBERT, Deceased
CASE No. 2025-1194

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. CHARLES G. GARDNER as Executor under the last will and testament of CHARLES EDWARD LAMBERT, Deceased
Attorney of Record:
Brooke A. Graham, Esq.
4505 Pine Tree Circle, Suite 121
Birmingham, AL 36243
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES WILLIAM DEMARCO JR, Deceased
CASE No. 2025-1416

Take notice that Letters Testamentary have been granted to the below named party on the 28th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. LAUREN MCKENZIE DEMARCO as Executrix under the last will and testament of JAMES WILLIAM DEMARCO JR, Deceased
Attorney of Record:
Richard E. Mather, Esq.
1008 Dauphin Street
Mobile, AL 36604
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BETH ANN HAUKOM, Deceased
CASE No. 2025-1063

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANDREA LEIGH TUREK as Executrix under the last will and testament of BETH ANN HAUKOM, Deceased
Attorney of Record:
John M. O'Dowd, Esq.
P.O. Box 123
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JUDITH COUCH
CASE No. 2025-1262

Take notice that Letters of Administration have been granted to the below named party on the 5th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. JANET L STILLINGS as Administratrix of the estate of JUDITH COUCH, deceased
Attorney of Record:
A. EVANS CROWE, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOAN CYNTHIA LUCCO, Deceased
CASE No. 2025-1571

Take notice that Letters Testamentary have been granted to the below named party

PROBATE COURT NOTICES

on the 21st day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. TONYA EVANS WOOLF FKA TONYA DALE-EVANS as Executrix under the last will and testament of JOAN CYNTHIA LUCCO, Deceased
Attorney of Record:
Michael T. Murphy, Esq.
209 N Joachim Street
Mobile, AL 36603
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BRUCE CARL REED
CASE No. 2025-0975

Take notice that Letters of Administration have been granted to the below named party on the 7th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. WIJITTRA REED as Administratrix of the estate of BRUCE CARL REED, deceased
Attorney of Record:
RENEE E THIRY, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MARY FRANCIS SAWYER
CASE No. 2024-2050

Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 21st day of August, 2025, by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. GWENDOLYN E. ROBINSON, as Administratrix CTA under the last will and testament of MARY FRANCIS SAWYER, Deceased
Attorney of Record:
Melissa Hunter, Esq.
Edward T. Overton, Sr., Esq.
P. O. Box 16629
Mobile, AL 36616
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ROBERT GOUBIL JR
CASE No. 2020-2140

Take notice that Letters of Administration have been granted to the below named party on the 13th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANTHONY M. HOFFMAN, as Administrator of the estate of ROBERT GOUBIL JR, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
Call News September 17, 24 and October 1, 2025

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
September 29, 2025
CASE No. 2019-2445-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AZALEAN D MITCHELL, Deceased

On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT AND REPORT OF INSOLVENCY as filed by LARRY D MITCHELL. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin Judge of Probate
Attorney:
NOEL J. NELSON
PO BOX 2573
Mobile, AL 36652
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2025-0451
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AUBREY BUTTS, Deceased

On to-wit the 3rd day of November, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBEAT OF WILL AND CODICIL as filed by CHARLOTTE JENEAN LOWERY. NOTICE is hereby given to all parties in interest, specifically ANDREA CARRIE BUTTS BARELA, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THERESA N. WILLIAMSON
952 GOVERNMENT ST.
Mobile, AL 36604
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH, Deceased

On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same

PROBATE COURT NOTICES

or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 24, 2025
Case No. 2016-2356-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JERRY D. JORDAN, Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by PAUL DAVID BROWN, BRIAN D. JORDAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JOHN J. CROWLEY, JR
2610-B DAUPHIN ST, SUITE 101
Mobile, AL 36606
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-2001-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CLARICE AMORET OWEN, Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TYRA VINEE HARRIS. NOTICE is hereby given to all parties in interest, specifically RHONA RICHARDSON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-07234
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of TYLISHA WILLIAMS, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest, specifically DENNIS R. MINOR, FATHER OF LETANJA ASIA 'RAE KHLOE MINOR JR., who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 18, 2025
CASE No. 2025-1189
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MATTIE INELL WALLEY, Deceased
On to-wit the 20th day of October, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by LARRY KEITH MABRY. NOTICE is hereby given to all parties in interest, specifically SCARLETT SULLIVAN, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 17, 2025
CASE No. 2025-0793-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of SENOTH DE FLERON BANKSTON, Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property (Nunc Pro Tunc) as filed by BETTY CAROLYN CHRISTENSEN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
A. EVANS CROWE
PO BOX 655
Mobile, AL 36601
Call News September 25 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 15, 2025
CASE No. 2024-1261-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of THOMAS HAROLD CLOUGH, Deceased
On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by MEAGAN DIXON CLOUGH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive

PROBATE COURT NOTICES

pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JENE W. OWENS JR.
3755 PROFESSIONAL PKWY SUITE B
MOBILE, AL 36609
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
Case No. 2024-0855-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LINNIE BURNARD ANDREWS III, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TARA LASHUNDRA MOORE. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAMELA KIRKWOOD MILLSAPS
1809 OLD SHELL RD
Mobile, AL 36607
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
CASE No. 2024-1329-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of IRA TOWNER FINLEY, Deceased
On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by STANLEY B FINLEY. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANN Y. BROWN
PO BOX 1986
MOBILE, AL 36633
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDINGS
October 27, 2025
CASE No. 2025-1746
In Re: Giles R. Zambis, Alleged Incapacitated Adult

On to-wit, the 27th day of October, 2025, at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Bob Zambis who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2023-0920-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DAVID ROLLAND KLUG, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by DANIEL JARVIS. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
WILLIAM C. POOLE
917 WESTERN AMERICA CIR, SUITE 210
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 26, 2025
CASE No. 2022-1637-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BILLY CHARLES POOLE JR, Deceased
On to-wit the 27th day of October, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by KAYLA NORTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
MICHAEL JACK HARBIN
PO BOX 851372
MOBILE, AL 36685
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1400-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BESSIE MAE HOLLOWAY, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

PROBATE COURT NOTICES

Call News September 17, 24 and October 1, 2025
NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2022-0787-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of RONALD WAYNE BOLTON, Deceased

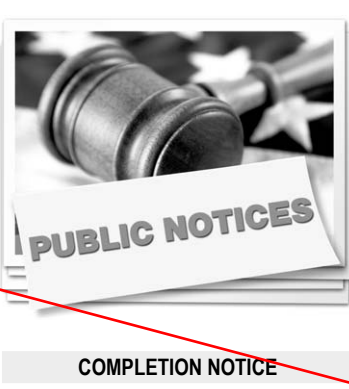
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALKER, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
CASE No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased
On to-wit the 20th day of October, 2025 at 9:30 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Probate of Will as filed by Wanda G. Herrin. Notice is hereby given to all parties in interest, specifically unknown heirs and next of kin of James Oral Wiggins, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Wanda G. Herrin, Pro Se
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH, Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
CASE No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at 2:00 p.m. in Courtroom #1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, AL 36602, the Court will proceed to consider the Motion for Exemptions and Allowances as filed by Ardath Burke Carter, Petitioner. NOTICE is hereby given to Latecia Carter who may appear and contest same or file a proper responsive pleading thereto if they think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601
Call News September 10, 17, 24 and October 1, 2025



COMPLETION NOTICE
STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for PW-062-24, Pinehill Recycling Center, 308 Pinehill Drive, Mobile, AL 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

OTHER PUBLIC NOTICES

Call News October 1, 8, 15, 22, 2025
COMPLETION NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the Mobile County Commission for construction of Project: MCR-2022-103 Mobile County, Citronelle Streets Resurfacing in Mobile County. This notice will appear for three consecutive weeks beginning on 9/24/2025 and ending on 10/8/2025. All claims should be filed at 7450 Howells Ferry Road, Mobile, Alabama, 36618 during this period.
APAC-ALABAMA, INC.
Call News September 24 and October 1, 8, 2025

Legal Notice
Notice is hereby given that Pine City Contracting, LLC 1490 Love Road Grove Hill, AL 36451 has completed all work on the South Service Road Improvement, Project NO. 24S0803 in Satsuma, Alabama. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately be notify the above named contractor or the City Clerk of the City of Satsuma.
Pine City Contracting, LLC
James Craig Butts
Call News September 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that Roofing Solutions LLC has completed the Contract for Reroof of DCM #20240740 / USA Job No. 24-61 Archeology Building - Re-roofing - A/E#2416 at The University of South Alabama, Mobile, AL (307 University Blvd. N., Mobile Alabama, 36688) for The University of South Alabama, Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Architect, Robert Krcchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817
Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the ALABAMA DEPARTMENT OF TRANSPORTATION for construction of Project: STPMB-7550(600) Drainage, Pavement, Culvert Extensions, Traffic Signals, and Traffic Stripe on Zeigler Blvd. from junction of Athley Road to the junction of Forrest Hill Drive in Mobile County. This notice will appear for four consecutive weeks beginning on 9/17/25 and ending on 10/1/2025. All claims should be filed at P.O. Box 8039, Mobile, Alabama, 36689 during this period.
APAC-ALABAMA, INC.
Call News September 17, 24 and October 1, 2024

STORAGE SALE
In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8059
3641 Government Blvd.
Mobile, AL 36693
251-220-3953
Unit 3013 Carla Taylor 3170 O'neal CT, Mobile AL, 36695, Unit 2048 Ebony Williams 1355 Odette Ave, Mobile, AL, 36605, Unit 2204 Franklin Keishandra 1200 W Buena Dr, Mobile, AL, 36605, Unit 1027 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3339 Jamell Mosley 11985c Ballard Rd, Lot 1, Grand Bay, AL, 36541, Unit 3170 Latosha White 421 E Elm St, Prichard, AL, 36610, Unit 3076 Jakayla Washington 3600 Michael Blvd, Mobile, AL, 36609, Unit 2152 Andrea Robinson 1303 Belle Chene Dr, Mobile, AL, 36693, Unit 1033 Courtney Williams 1710 Butler St, Mobile, AL, 36617, Unit 1178 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3287 Keiona Ferguson 4215 Moffett Rd Apt 100, Mobile, AL, 36618
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storage-treasures.com, which will end Thursday, October 23, 2025 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News October 1, 2025

PUBLIC HEARING
The City of Satsuma is applying to the South Alabama Regional Planning Commission for an operating assistance grant under Section 5310 of the Federal Transit Laws. The operating grant will provide financial assistance for public transportation service for the residents of the City of Satsuma during FY 2025. The service currently operates Monday through Friday 9:00 am to 3:00 pm. All residents including wheelchair users must schedule service 24 hours in advance. A public hearing will be held on October 21 at 6:25 pm at Satsuma City Hall located at 5464 Old Highway 43, Satsuma, Alabama 36572 for public comment. Written comments may be sent to PO Box 517, Satsuma, AL 36572 prior to the meeting.
Call New October 1, 2025

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council. The proposed amendments to Appendix A

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1,8, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

OTHER PUBLIC NOTICES

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Curb Cut Variance to allow a curb cut to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) prohibits curb cuts to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

board-of-adjustment/.

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals to legals@thecallnews.com preferred format is Microsoft Word or copy ad and paste into email body. 5 p.m. Monday deadline

Unlock Local Reach with Geo-Fencing!





Target your local audience with precision



Engage potential customers as they pass by



Instant, effective, and cost-efficient

CONTACT US TODAY! 251-866-5998

City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

OTHER PUBLIC NOTICES

Item # 4 Attachment

Planning Commission Agenda

PowerPoint Presentation

October 16, 2025



Mobile Planning Commission Agenda

October 16, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

EXTENSIONS

1. SUB-002990-2024

Location: 261 Rickarby Street
Subdivision Name: Woodcock Place Subdivision
Applicant / Agent: Terry Harbin
Council District: District 2
Proposal: Extension of the approval of a 22 lot-lot subdivision, 4.23± acres

NEW ITEMS

2. SUB-003479-2025

Location: 501 Bel Air Boulevard
Subdivision Name: 501 Bel Air Subdivision
Applicant / Agent: Richard Henry, A and R, LLC
Council District: District 5
Proposal: Subdivision of 1 lot, 2.34± acres

3. SUB-003469-2025

Location: 240 Barnes Avenue
Subdivision Name: Marc Henry Subdivision
Applicant / Agent: MHA Capital, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 0.55± acres

4. SUB-003450-2025

Location: 4828 Todd Acres Drive
Subdivision Name: Evergreen Gardens Subdivision, Resubdivision of Lot 190
Applicant / Agent: Kevin Falkos
Council District: District 4
Proposal: Subdivision of 5 lots, 1.27± acres

5. SUB-003478-2025

Location: 4595 Commerce Boulevard South & 6137 Todd Acres Drive
Subdivision Name: Todd Acres Industrial Park Subdivision, Resubdivision of Lot A, Resubdivision of Lots 5 & 6
Applicant / Agent: Charles D. Tisher, Jr., PE, Clark Geer Latham & Associates
Council District: District 4
Proposal: Subdivision of 5 lots, 241.7± acres

6. SUB-003475-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 7 lots, 0.57± acres

7. SUB-SW-003458-2025

Location: 2453 Eslava Creek Parkway
Applicant / Agent: Sheet Metal Workers Local Union 441 Apprentice (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 5
Proposal: Request to waive the construction of a sidewalk along Eslava Creek Parkway.

8. SUB-SW-003464-2025

Location: 691 Dekle Drive
Applicant / Agent: Boswell Holdings, Inc. (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 2
Proposal: Request to waive the construction of a sidewalk along Dekle Drive.

9. SUB-SW-003476-2025

Location: 1080 Montlimar Drive
Applicant / Agent: AWDDS Montlimar, LLC (Thomas Dreesman, Agent)
Council District: District 5
Proposal: Request to waive the construction of sidewalks along Montlimar Drive and Carlyle Close East.

10.SUB-003441-2025 & ZON-CUP-003466-2025

Location: 2574 & 2664 Sollie Road
Subdivision Name: Luke 4:18 Fellowship 2025 Subdivision
Applicant / Agent: Luke 4:18 Fellowship
Council District: District 6
Proposal: Subdivision of 1 lot, 12.43± acres; and Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

11.SUB-003440-2025 & ZON-UDC-003443-2025

Location: 2243, 2245, 2345, & 2509 Halls Mill Road
Subdivision Name: Farmers Market of Mobile County Subdivision
Applicant / Agent: Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 1 lot, 12.0± acres; and Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

OTHER BUSINESS

Review of Minutes from the following Planning Commission meetings:

- May 16, 2024
- June 20, 2024
- July 18, 2024
- August 15, 2024

Public Hearing:

Chapter 65, Unified Development Code, Appendix A – Downtown Development District

- Amendments to Appendix A to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.

Public Hearing

DDD Amendments

October 16, 2025

1

PROJECT OVERVIEW

1. **Fall 2024:** Began assessment of DDD for effectiveness
2. **October 2024:** Met with stakeholders and toured the DDD
3. **March 2025:** Prepared DDD Assessment, with recommendations to reorganize DDD for user-friendliness
4. **August 2025:** Developed an updated DDD and met with stakeholders

2

PURPOSE AND SCOPE OF DDD UPDATES

1. Make regulations more user-friendly without changing meaning
2. Clarify sub-district and frontage standards with new graphics that illustrate how to apply the regulations
3. Correct errors and eliminate ambiguities

3

BETTER ORGANIZED FOR EASE OF USE

Nine articles that group similar provisions together

- A. Zoning sub-district regulations consolidated into one major section
- B. Frontage standards consolidated into one major section
- C. Development standards (parking, landscaping, fences and walls, signs) consolidated into one major section

4

MORE USER-FRIENDLY

Reorganized into nine articles that group similar provisions together

Section 1	General Provisions
Section 2	Administrative Procedures
Section 3	Zoning Sub-Districts
Section 4	Use Regulations
Section 5	Development Standards
Section 6	Frontage Standards
Section 7	Building Design and Material Standards
Section 8	Nonconformities
Section 9	Definitions and Rules of Construction

5

TEXT REORGANIZED INTO TABLES

2. Building height is limited to the following maximum heights:
 - (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,
 - (b) Three (3) stories in T-5.1,
 - (c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and
3. Parking deck height is limited to the following maximum heights:
 - (a) Thirty-four (34) feet in T-5.1,
 - (b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and
 - (c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.



Table 9.2: Maximum Building and Parking Structure Height

Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
<i>Civic Center site</i>	3	n/a
<i>All other T-3 lands</i>	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
<i>Fronting Bienville Sq</i>	8	60
<i>Fronting west side of Clairborne Street on Civic Center site</i>	16	80
<i>All other T-5.2 lands</i>	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

6

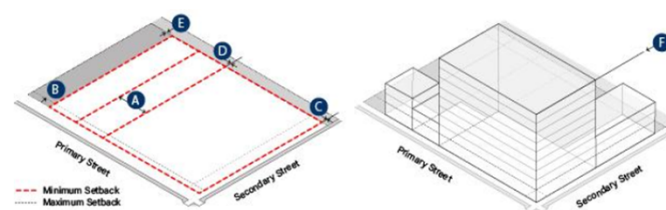
REGULATIONS CLARIFIED

1. Sub-districts organized in the same way as districts in the UDC.
2. New tables consolidate sub-district dimensional standards, transparency and frontage requirements, and include new illustrative graphics.
3. Frontage standards placed in one-page tables that include all relevant frontage requirements and include new illustrative graphics.
4. Requirements for modifications to existing buildings are placed in tables.

7

SUB-DISTRICT STANDARDS CONSOLIDATED

Table 3.2: T-6 Dimensional and Intensity Standards



Site features	
Lot area (sf), min	No minimum
Lot width (ft), min max	A 14 No maximum [1]
Building per lot, max	No maximum
Building coverage (% of site), max	No maximum
Setback, primary buildings	
Primary frontage (ft), min max	B 0 10 [2] [3]
Secondary frontage (ft), min max	C 0 12 [3]
Side (ft), min	D No minimum

Building Form	
Height, max	F No maximum
Frontage Types	
Lawn	● = Permitted
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●

8

FRONTAGE STANDARDS CONSOLIDATED

Table 6.9: Lawn Frontage Type Standards

Site features	Applicable Sub-districts						
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	
Finished floor elevation, first floor (min max)	A						16 in 48 in (measured from average grade at property line) As required to comply with flood elevation requirements
Encroachment depth (max)							
Porches, stairs, ramps	B						50 percent of front setback depth, min porch depth of 8 ft 100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B						2 ft
Stoops	B						4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences							
Front property line and side lot lines to façade of building, max height							4 ft
Along side and rear property lines behind front façade, max height							8 ft 10 ft
							Wood picket, wood slat, wood lattice, iron or steel, brick,

9

STREAMLINE PROCESSES, CORRECT ERRORS, AND ELIMINATE AMBIGUITIES

Streamline administrative process and provide clarity

1. Clarifies steps and order of development review process
2. Eliminates CRC—Planning Director and staff review applications

Address key trouble points in development standards

1. Cleans up ambiguities about signs
2. Updates transparency requirements to comply with building code
3. Clarifies parking lot screening standards

10

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2243, 2245, 2345, and 2509 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3, Community Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL A

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT OF WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL, AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED. FROM THE POINT OF BEGINNING THENCE RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT; THENCE SOUTH 74 DEGREES EAST 830 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE NORTHWARDLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 762 FEET, MORE OR LESS, TO A POINT ON THE

SOUTH PROPERTY LINE OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF SAID PROPERTY OF THE HEIRS OF W. H. ROWELL (FOLLOWING AN OLD DITCH AND FENCE LINE) 581 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE PROPERTY CONVEYED BY HELEN R. MEAHER AND AUGUSTINE MEAHER, JR., TO HELEN R. MEAHER, AS TRUSTEE UNDER THE WILL OF AUGUSTINE MEAHER, DECEASED, AS PER MAP OF OLIVER C. HUME DATED MARCH 15, 1942. LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

PARCEL B

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT-OF-WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THEN RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT WHICH IS THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 74 DEGREES EAST 830 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 200 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PROPERTY FORMERLY OF J. A. M. FARNELL (NOW LOUISE FARNELL); THENCE NORTH 74 DEGREES WEST 921 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE NORTHEAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C

FROM A POINT WHERE THE SECTION LINE BETWEEN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 1136.90 FEET FOR THE PLACE OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 60 FEET TO THE SOUTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY, BY DEED DATED MAY 8, 1950 AND RECORDED IN DEED BOOK 503, N.S., PAGE 101 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUNNING EASTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD OF 47 DEGREES, 46 MINUTES, 30 SECONDS (SAID LINE BEING ALSO THE SOUTH LINE OF SAID PROPERTY SO CONVEYED BY MOBILE

COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY) 89.28 FEET TO A POINT; THENCE RUN NORTHWESTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Office Distribution District (B-5), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL A

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT OF WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL, AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED. FROM THE POINT OF BEGINNING THENCE RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT; THENCE SOUTH 74 DEGREES EAST 830 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE NORTHWARDLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 762 FEET, MORE OR LESS, TO A POINT ON THE SOUTH PROPERTY LINE OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF SAID PROPERTY OF THE HEIRS OF W. H. ROWELL (FOLLOWING AN OLD DITCH AND FENCE LINE) 581 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE PROPERTY CONVEYED BY HELEN R. MEAHER AND AUGUSTINE MEAHER, JR., TO HELEN R. MEAHER, AS TRUSTEE UNDER THE WILL OF AUGUSTINE MEAHER, DECEASED, AS PER MAP OF OLIVER C. HUME DATED MARCH 15, 1942.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP

BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

PARCEL B

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT-OF-WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THEN RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT WHICH IS THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 74 DEGREES EAST 830 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 200 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PROPERTY FORMERLY OF J. A. M. FARNELL (NOW LOUISE FARNELL); THENCE NORTH 74 DEGREES WEST 921 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE NORTHEAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C

FROM A POINT WHERE THE SECTION LINE BETWEEN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 1136.90 FEET FOR THE PLACE OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 60 FEET TO THE SOUTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY, BY DEED DATED MAY 8, 1950 AND RECORDED IN DEED BOOK 503, N.S., PAGE 101 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUNNING EASTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD OF 47 DEGREES, 46 MINUTES, 30 SECONDS (SAID LINE BEING ALSO THE SOUTH LINE OF SAID PROPERTY SO CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY) 89.28 FEET TO A POINT; THENCE RUN NORTHWESTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE OF

42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District**, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
2243, 2245, 2345, & 2509 Halls Mill Road
Council District 3
C.J. Small



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 21, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on October 16, 2025, considered the request of **Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, for the property located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



HELMSING
LEACH
ATTORNEYS AT LAW

MONICA NICHOLAS
mcg@helmsinglaw.com

October 20, 2025

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: 2243, 2245, & 2509 Halls Mill Road
SUB-003440-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Subdivision of 1 lot, 12.0+ acres

Dear Mobile City Planning Commission:

Enclosed a check in the amount of \$582.16, made payable to the City of Mobile,
for the advertising fee for the above referenced application.

Please contact me should you have any questions.

Very truly yours,


MONICA NICHOLAS

Enclosure

RECEIVED OCT 21 2025

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602
PLANNING AND ZONING
21 OCT 2025 AM 3:10

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Farmers Market of Mobile County
12570 Henderson Camp Road
Grand Bay, Alabama 36541-6909

Re: 2243, 2245, & 2509 Halls Mill Road
ZON-UDC-003443-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 16, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-5, Office Distribution District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003443-2025 2243, 2245, & 2509 Halls Mill Road
October 17, 2025

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$582.16**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

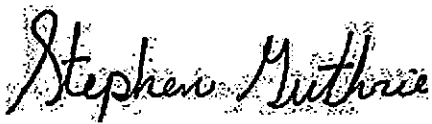
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____



Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Dismuke Transports, LLC d/b/a Sketchy	J. Casey Pipes
Firm:		Helmsing Leach, P.C.
Phone:	229-347-7687	251-432-5521
Email:	adismuke@dismuketransportandrecove	jcp@helmsinglaw.com
Address:		150 Government St., Ste 2000, Mobile, AL

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Farmers Market of Mobile County	
Firm:		
Phone:	251 802 8567	
Email:	donniesfn@aol.com	
Address:	12570 Henderson Camp Rd, Grand Ba	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 2243, 2245, 2345 and 2509 Halls Mill Road 12.1 acres

Property Address R022909510008026.000; R022909510007260.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District

B-5

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


 Owner Signature

08 15 2025

Date

Keri Coumanis Digitally signed by Keri Coumanis
 Date: 2025.08.18 09:35:21 -05'00'

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

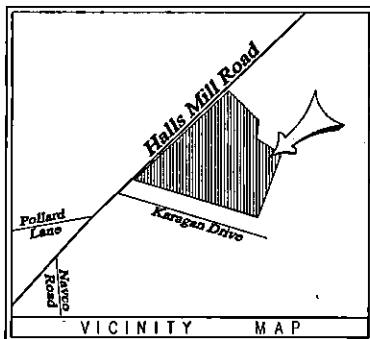
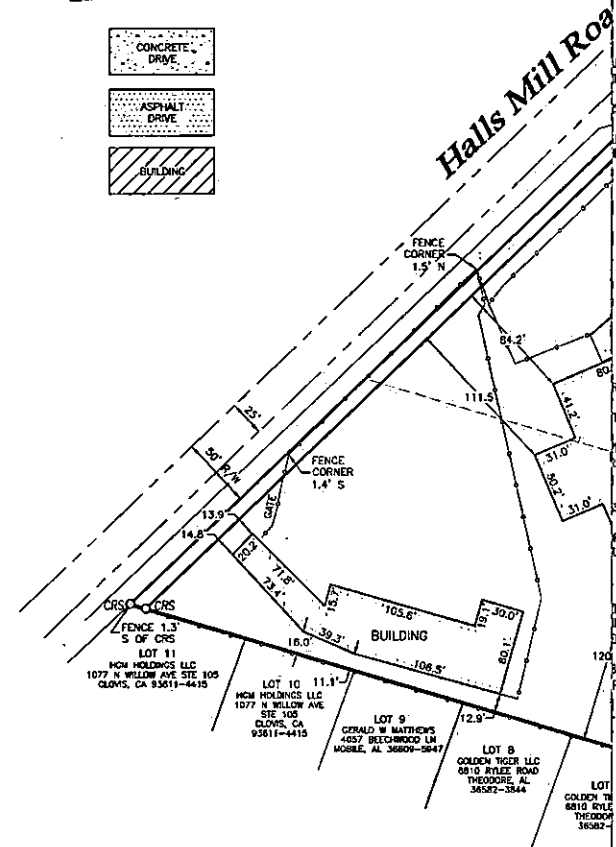
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm



- LEGEND
- △ CRF CAPPED IRON ROD FOUND
 - △ CTF CAPPED TOP PIPE FOUND
 - CWF CONCRETE MONUMENT FOUND
 - △ OFT OPEN TOP IRON PIPE FOUND
 - △ RFF REBAR IRON FOUND
 - △ RPF IRON PIN FOUND
 - CRS CAPPED IRON ROD SET (LS24-50145)
 - (R) RECORD
 - (O) OBSERVED
 - R.O.B. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - X— WIRE FENCE
 - /— WOOD FENCE
 - ||||| DRAINAGE INLET



LEGAL DESCRIPTION

A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF LOT 1, KARAGAN SUBDIVISION, MAP BOOK B, NORTH 73°37'48" WEST A DISTANCE OF 921.63 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CAD, NORTH 48°15'28" EAST A DISTANCE OF 980.92 FEET TO A CAPPED REBAR FOUND (RC); THENCE SOUTH 51° A DISTANCE OF 308.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 07°42'27" WEST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 56°44'16" EAST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND (RC); THENCE SOUTH 23°19'05" WEST A DISTANCE OF 508.77 FEET TO THE POINT OF BEGINNING.

MATTHEW ROBERTS, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE 08/18/25

MATTHEW ROBERTS, ALABAMA LICENSE NO. 30355

OWNER : FARMERS MARKET OF MOBILE COUNTY

(NAME), (TITLE)

SIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT (NAME), WHOSE OFFICE IS LOCATED AT FARMERS MARKET OF MOBILE COUNTY, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE SIGNED VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PERMITS WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION CONTROL AND STORM WATER RUNOFF CONTROL.

PERMITS FROM APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN PERMITS) REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.

ALL NEW DEVELOPMENT TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT AS A SIDEWALK MANNEVER IS APPROVED.

STORM DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), CITY OF THE CITY OF MOBILE.

PERMITS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

THE LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED SIDEWALK HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE MOBILE CITY CODE.

AN AERIAL PHOTO LOT 1 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER STORAGE PER MOBILE CITY CODE, CHAPTER 17, (STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 1 - 300,000 S.F.

NO NEW DEVELOPMENT SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY _____ DATE _____

APPROVED: _____ DATE _____
TRAFFIC ENGINEER

APPROVED: _____ DATE _____
CITY ENGINEER

FARMERS MARKET
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 60'
25BSI75

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 18, 2025

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to rezone the parcels located at approximately 2243, 2245, 2345 and 2509 Halls Mill Road (the "site" or "property") from B-3 to B-5. For over fifty years, this 12.1 acre site was actively used by the Farmers Market of Mobile County as a regional distribution center for fresh produce and farm goods. Farmers (some as far as 250 miles away) used the site for the accumulation, storage, distribution, and delivery of fresh produce and farm goods. All of this distribution occurred by truck.¹

At the height of its activity, a 1980 aerial demonstrate the site once housed as many as 12 structures, six of which were large, open-aided warehouses, situated on raised platforms to facilitate truck-based distribution.



In the late 1990s, the Farmers Market began to wind down operations and, since that time, sublet the property for a variety of uses, including some produce distribution. There are currently nine structures located on site, including four of the original warehouses.

¹ The Mobile Register, July 20, 1973 ("Needed Balance seen at Farmers Market"); see also Mobile Register Agribusiness, November 30, 1987 ("Diversification secret to modern day farming")("Farmers from Baldwin County are also using the Mobile Farmers market. What is not sold locally is shipped to other states.").



In recent years, the site has been largely underutilized. The structures – most constructed by 1955 -- have experienced significant deferred maintenance. The grounds remain unkempt and littered with the remnants of various industries.

The Farmers Market now desires to sell the property, and Legendary Investments d/b/a as Sketchy Investments, LLC currently has it under contract. Sketchy Investments purchased the adjacent property, located at 2303 Halls Mill Road, in October, 2023. At that time, it rezoned the property to B-5. 2303 Halls Mill Road borders this property to the north and east. The rezoning request will permit this property to be used in conjunction with the property located at 2303 Halls Mill Road. These uses include warehousing, distribution, storage and heavy vehicle / equipment (i.e. truck and tractor-trailer) storage.

Mistake / Change in Use Chart Justify the Rezoning

More importantly, the rezoning will permit the site to be used as it has been since 1950 – for regionally-based, large-scale warehousing and distribution. Under the Unified Development Code, wholesale distribution, warehousing and storage in excess of 40,000 square feet is only permitted by right in a B-5 zone (or an industrial zone). Therefore, in order to continue to use

this property for wholesale distribution, it must be rezoned to B-5. Further, the rezoning will permit the new owners to reinvest in the existing warehouses, which are situated on raised foundations in order to facilitate the distribution of goods by truck.

Changing Conditions Justify the Rezoning

Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned small businesses. In recent years, however, the area has transitioned to a broader array of commercial uses with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses.

The historical use of the property -- for regional farm product distribution -- is in alignment with the changing conditions and current uses along Halls Mill Road. Therefore, the rezoning is necessary to support the continued viability of Halls Mill Road and to permit the current use of the property to continue and expand. In addition, there is a need for more commercial sites with the physical area to serve a regional market. This amendment would provide such a site.

The Rezoning is in Alignment with the Future Land Use Map and Map for Mobile

The proposed rezoning is in alignment with the Future Land Use Map of the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation. The current conditions align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The general character of the proposed use is in alignment with certain goals and objectives of the Map for Mobile. Specifically, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. See Map for Mobile, pg. 7. Rezoning promotes the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and redeveloping a commercial site in a developed area. Map for Mobile, pgs. 37 and 38.

This portion of Halls Mill Road is considered an "underserved area." The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The project, a significant investment along Halls Mill Road, will encourage current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

In conclusion, this 12.1-acre site operated for over fifty years as a hub for warehousing, distribution, and storage. In recent years, however, it has been underutilized. The City of Mobile

has a growing need for commercial sites with the scale and infrastructure to support regional market demands and the continued economic development of the Port of Mobile.

Redeveloping this greyfield site will help meet that need. Rezoning the property to B-5 is essential to enable its continued use and allow for expansion through the addition of new warehouse facilities and other activities. The reuse and redevelopment of this site will stabilize an undervalued, and underutilized, property, provide job opportunities in an underserved community, remediate blight and enhance the broader economic goals of the city.

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposed rezoning aligns with the Future Land Use designation found in the Map for Mobile. This portion of the Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The rezoning will facilitate the continued use of the site for "wholesale distribution, warehousing and storage in excess of 40,000 square feet" and the addition of the following uses to the site: heavy duty vehicle and heavy equipment storage. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

The proposed rezoning will provide an opportunity for "strategic infill and redevelopment" on a large parcel in an under-utilized commercial area, a Map for Mobile objective. Map for Mobile, pg. 7. The adjacent property, to the north and east, was rezoned to B-5 in October, 2023. The proposed rezoning allows this property to be used or redeveloped in a manner consistent with its intended purpose and the surrounding land uses. Further, the rezoning will allow the applicant to diversify uses at the site, enhancing the viability of this underutilized site.

2. Was there a Mistake or Error in the original map?

The use of the current site as "wholesale distribution" predated the City of Mobile's zoning ordinance. Since zoning district appears to have stayed the same, but with the addition of new zoning districts, the chart of permitted uses has changed to the point that "wholesale distribution" is no longer allowed by right in the current zoning district, but it is allowed by right in B-5. We have not researched the entire history of the City of Mobile's zoning code to see how the chart of uses has changed over the years.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning and subsequent redevelopment of this site represents a significant economic investment along the Halls Mills Road corridor. This investment will stabilize the existing built environment, encourage additional investment and overall improve the area. If the rezoning is approved, and the property is purchased, the new owners intend to rehabilitate the site, which currently suffers from years of deferred maintenance, the accumulation of discarded commercial and industrial materials, and general neglect. Under the current zoning it would be impractical to buy the site and make a similar level of investment. Without a rezoning, it is most likely that the site would continue to only be leased to secondary business

interest on short-term leases with minimal, if any, capital investment. By rezoning the site and facilitating redevelopment and investment, the site and a visible corridor along Halls Mill Road will be improved. Thus the rezoning would certainly advance the general welfare of the community and align with the broader goals of neighborhood reinvestment.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

This site has been used as a “wholesale distribution” site since before the City zoned this area, and the property still has some “wholesale distribution” activity for fruit and produce. What changed was the City’s chart of permitted uses, which no longer allows wholesale distribution by right in the current zoning district.

Further, Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned businesses. In recent years, however, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses. This increased demand is mainly fueled by the growth in Port of Mobile which has greatly increased the demand for logistical facilities to help move cargo in and out of the Port.

Finally, there is a need for more commercial sites with the physical area to serve a regional market, as this site did for almost fifty years. A rezoning is necessary to support this evolution and to allow this property to be used as such a site.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Halls Mill Road corridor is a mixed-use corridor experiencing some level of transition. In this immediate area, the lots fronting on Halls Mill Road are all either B-3 or B-5. The corridor is changing from a local, small business corridor to small-scale industrial uses and commercial warehousing and/or supply houses associated with regional industries. The smaller lots are still suitable for B-3, but larger parcels, like the subject property and the property adjacent to it, are most suitable for B-5.

Historically, this site served as a commercial warehousing and supply site for regional and local farmers. In this manner, the proposed rezoning to continue to allow wholesale distribution is compatible with both the changing conditions the corridor is experiencing and with the historical use of the site. A rezoning, therefore, allows the historical use of the property to continue and permits additional revitalization and reinvestment in the infrastructure and buildings located at the site.

EXHIBIT "A"

The Land is described as follows:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

PARCEL A

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right of way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell, and the point of beginning of the lot herein described. From the point of beginning thence run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point; thence South 74 degrees East 830 feet to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence Northwardly along the West right-of-way line of the Old Mobile and Bay Shore Railroad 762 feet, more or less, to a point on the South property line of the property of the heirs of W. H. Rowell; thence North 86 degrees West along the South line of said property of the heirs of W. H. Rowell (following an old ditch and fence line) 581 feet, more or less, to the point of beginning, and being part of the property conveyed by Helen R. Meaher and Augustine Meaher, Jr., to Helen R. Meaher, as Trustee under the Will of Augustine Meaher, deceased, as per map of Oliver C. Hume dated March 15, 1942.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the Office of the Judge of Probate, Mobile County, Alabama.

PARCEL B

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right-of-way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell; then run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point which is the point of beginning. From the point of beginning run South 74 degrees East 830 feet, more or less, to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence South along the West right-of-way line of the Old Mobile and Bay Shore Railroad 200 feet, more or less, to a point on the North line of property formerly of J. A. M. Farnell (now Louise Farnell); thence North 74 degrees West 921 feet to a point on the West right-of-way line of Halls Mill Road; thence Northeast along the Southeast right-of-way line of Halls Mill Road 230 feet, more or less, to the point of beginning.

PARCEL C

From a point where the Section line between Sections 29 and 32, Township 4 South, Range 1 West, intersects the Easterly right-of-way line of Halls Mill Road; thence run Southwestwardly along the Easterly right-of-way line of Halls Mill Road 1136.90 feet for the place of beginning of the lot herein described; thence continue Southwestwardly along the Easterly right-of-way line of Halls Mill Road 60 feet to the Southwest corner of property heretofore conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, by deed dated May 8, 1950 and recorded in Deed Book 503, N.S., page 101 of the records in the Office of the Judge of Probate of Mobile County, Alabama; thence running Eastwardly along a line forming an interior

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company, or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



angle with the Easterly right-of-way line of Halls Mill Road of 47 degrees, 46 minutes, 30 seconds (said line being also the South line of said property so conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company) 89.28 feet to a point; thence run Northwestwardly along a line forming an interior angle of 42 degrees, 13 minutes, 30 seconds with the line last described, 66.11 feet to the Easterly right-of-way line of Halls Mill Road and the place of beginning. All of said measurements being according to survey by Joseph W. Luquire, Jr. dated February 21, 1953, and being a part of the same property conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, dated May 8, 1950 and recorded as aforesaid.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the office of the Judge of Probate, Mobile County, Alabama.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form **8879-CORP**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**E-file Authorization for Corporations**For calendar year _____, or tax year beginning 07/01/24, ending 06/30/25

For use with Form 1120 series returns.

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879CORP for the latest information.

OMB No. 1545-0123

Name of corporation

FARMERS MARKET OF MOBILE COUNTY, IN

Employer identification number

63-0239398**Part I Information (Whole dollars only)**

1 Total Income (Form 1120, line 11) _____

1

2 Total Income (Form 1120-F, Section II, line 11) _____

2

3 Total income (loss) (Form 1120-S, line 6) _____

3

4 Total income (Form 1120, line _____)

4

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize KILGORE, BROWN & BRITTAIN, LLC to enter my PIN as my signature
ERO firm name do not enter all zeros
on the corporation's electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's electronically filed income tax return.

Officer's signature

ROBERT D BROWN

07/30/25

PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

VANCE KILGORE

Date

07/30/25

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see Instructions.

Form **8879-CORP** (Rev. 12-2024)

Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Tue 8/19/2025 8:47 AM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoith, Victoria <victoria.aamoith@cityofmobile.org>

Good morning,

Please disregard my previous email. Below is the corrected version:

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, September 3, 2025**.

Note: To date, no Neighborhood Meeting information has been provided.

2. DWG File Submission: If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Wednesday, August 20, 2025**, the case will be scheduled for the **September 18, 2025, Planning Commission agenda**. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Tuesday, August 19, 2025 8:37 AM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoith, Victoria <victoria.aamoith@cityofmobile.org>

Subject: Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good morning,

An invoice for the fees has been issued for the above Rezoning application. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on August 20, 2025**, the application will be placed on the **September 18, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, August 18, 2025 12:11 PM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Subject: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAN JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
M & A RENTALS LLC	4062 GILLNET LN	MILTON	FL	32583
M & B BUILDERS LLC	PO BOX 2947	MOBILE	AL	36652
MAIBEN ROBERT E	900 W GULF TERRA DR	MOBILE	AL	36605
MALDONADO SANTOS NOE ANARIBA & DELFINA ROSAS CHAGALA	2501 KARAGAN DR	MOBILE	AL	36606
MATHERS SHELBY LYNNE & CLAY LAVERN MATHERS	2463 KARAGAN DR	MOBILE	AL	36606
MOFFETT FRANCINE P	2460 N GULF TERRA DR	MOBILE	AL	36605
MOLLISE DANIEL LEWIS & PAME	2866 RAMADA DR W	MOBILE	AL	36693
MOULYET ANNE	4371 NELSON AVE	SARASOTA	FL	34231
O'BANNON KENNETH D &	457 CANADY CT	HAMPTON	GA	30228
PARKER DUNCAN E	2458 N GULF TERRA DR	MOBILE	AL	36605
PHILON JOSEPH & HELEN L PHILON	2452 N GULF TERRA DR	MOBILE	AL	36605
ROSS GLORIA JEAN	835 SASSE ST	CLARKSDALE	MS	38614
SANDERS FRANCES H	2467 KARAGAN DR	MOBILE	AL	36606
SCOTT TASHEKA	3911 VALLAS DR	MOBILE	AL	36605
TACON DAVID M	415 FAIRWOOD BLVD	FAIRHOPE	AL	36532
WACKER JOHN C III ATTN PHILLIP P KARAGAN	23095 PERDIDO BEACH BLVD	ORANGE BEACH	AL	36561

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than 5:00 P.M. on August 18, 2025**, the application will be placed on the agenda for the **September 18, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 8/18/2025 12:11 PM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAM JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
M & A RENTALS LLC	4062 GILLNET LN	MILTON	FL	32583
M & B BUILDERS LLC	PO BOX 2947	MOBILE	AL	36652
MAIBEN ROBERT E	900 W GULF TERRA DR	MOBILE	AL	36605
MALDONADO SANTOS NOE ANARIBA & DELFINA ROSAS CHAGALA	2501 KARAGAN DR	MOBILE	AL	36606
MATHERS SHELBY LYNNE & CLAY LAVERN MATHERS	2463 KARAGAN DR	MOBILE	AL	36606
MOFFETT FRANCINE P	2460 N GULF TERRA DR	MOBILE	AL	36605
MOLLISE DANIEL LEWIS & PAME	2866 RAMADA DR W	MOBILE	AL	36693
MOULYET ANNE	4371 NELSON AVE	SARASOTA	FL	34231
O'BANNON KENNETH D &	457 CANADY CT	HAMPTON	GA	30228
PARKER DUNCAN E	2458 N GULF TERRA DR	MOBILE	AL	36605
PHILON JOSEPH & HELEN L PHILON	2452 N GULF TERRA DR	MOBILE	AL	36605
ROSS GLORIA JEAN	835 SASSE ST	CLARKSDALE	MS	38614
SANDERS FRANCES H	2467 KARAGAN DR	MOBILE	AL	36606
SCOTT TASHEKA	3911 VALLAS DR	MOBILE	AL	36605
TACON DAVID M	415 FAIRWOOD BLVD	FAIRHOPE	AL	36532
WACKER JOHN C III ATTN PHILLIP P KARAGAN	23095 PERDIDO BEACH BLVD	ORANGE BEACH	AL	36561

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than 5:00 P.M. on August 18, 2025**, the application will be placed on the agenda for the **September 18, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org
(251) 208-5895 main



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/23/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning

Neighborhood Meeting Date: 9/22/2025

Neighborhood Meeting Time: 5:30pm

Neighborhood Meeting Location: Community Church Ministries
2514 Hella Min Road

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Keri Courmanis (agent for Sketchy Invocations)
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Keri Co Date: 9/23/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

251.751.9553

601.94

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

Posted 9/9/25
3 of 3 signs



1 of 3 signs
Posted 9/9/25

ALLAN CAMERON LEI

251.751.9553

Posted 9/9/25
3:01 PM

60

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

City Of Mobile
Real Estate Dept
Po Box 1827
Mobile, AL 36633-1827

International Brotherhood
2244 Halls Mill Rd
Mobile, AL 36606

Mulherin Custodial Home
2496 Halls Mill Rd
Mobile, AL 36606

Zion Baptist Church
P O Box 6200
Mobile, AL 36660-0200

Lawrence Timothy W
& Dudley O Davis
2308 Halls Mill Rd
Mobile, AL 36606-2124

Golden Tiger LLC (The)
6810 Rylee Road
Theodore AL 36582-3844

Karagan Phillip P
23095 Perdido Beach Blvd
Orange Beach AL 36561-3048

McGuire Property Company
Po Box 6150
Mobile, AL 36660-0150

Big Charlies Produce LLC
2274 Halls Mill Rd
Mobile, AL 36606-4617

David Tacon
415 Fairwood Blvd.
Fairhope, AL 36532-2709

N & D Properties LLC
53 N Ann St
Mobile, AL 36604-2238

Oneill J C Jr
C/O Betbeze Realty Co Inc
3345 Halls Mill Rd Ste B
Mobile, AL 36606-2500

Farmers Market Of Mobile Co
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Poellnitz Patricia B
2462 Karagan Drive
Mobile, AL 36606

Matthews Gerald W
4057 Beechwood Ln
Mobile, AL 36609-5947

Gulf Coast Truck & Equipment Co
Inc
1000 New Bay Bridge Rd
Mobile, AL 36610-4706

McGuire James E
Po Box 6150
Mobile, AL 36660-0150

M&A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583-8519

1625 LLC
85 N Sage Ave
Mobile, AL 36607

DW Bates Properties LLC
651 Olive Ave
Fairhope AL 36532-2833

Chancellor Properties LLC
Po Box 505
Laurel MS 39441-0505

Gulf Coast Steel Building
C/O Farmers Market Of Mobile
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Sketchy Investments LLC
951 Us Highway 82 W Ste B
Leesburg , Ga 31763-5862

Casildo Fernandez Heliodoro
& Noemi Rosas Chagala
706 Holcombe Ave
Mobile, AL 36606-4240

HGM Holdings LLC
C/O Medlock Management
1077 N Willow Ave Ste 105
Clovis Ca 93611-4415

Thabit Haroun & Lois L
2454 Sayner Ave
Mobile AL 36605-2536

JHR Real Estate LLC
& Elizabeth A Reilly
11401 Roosevelt Blvd
Philadelphia, PA 19154-2102

Kenneth O'Bannon
657 Canady Ct.
Hampton, GA 30228-6366

William and Doris Biggs
2505 Karagan Dr.
Mobile, AL 36606

Sally F. Brown
405 Pennington Circle
Mobile, AL 36606

Emma Myree Clark
2451 Karagan Dr.
Mobile, AL 36606

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

James P. Karagan Life Estate
6412 Willow Brook Run E
Mobile, AL 36608

Santos Noe Anariba Maldonado
Delfina Rosas Chagala
2501 Karagan Dr.
Mobile, AL 36606

Daniel Lewis & Pamela Mollise
2866 Ramada Dr. W
Mobile, AL 36693

Joseph and Helen Philon
2452 N. Gulf Terra Dr.
Mobile, AL 36605

Tasheka Scott
3911 Vallas Dr.
Mobile, AL 36605

Emery Byrd
Attn: Richard Byrd
5433 Spring Dr.
Mobile, AL 36693

CLIFFCO, LLC
10304 Celeste Rd.
Saraland, AL 36571

Joan Lynn Harris as Trustee
1203 E. Flora St.
Tampa, FL 33604

M & B Builders LLC
Post Office Box 2947
Mobile, AL 36652

Shelby Lynne Mathers
Clay Lavern Mathers
2463 Karagan Dr.
Mobile, AL 36606

Anne Moulyet
4371 Nelson Ave.
Sarasota, FL 34231

Gloria Jean Ross
835 Sasse St.
Clarksdale, MS 38614

John C. Wacker, III
Attn: Phillip Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Frederick H. Carley Sr.
2648 Edgewater Dr.
Niceville, FL 32578

Colonial Trailways, Inc.
520 N. Court St.
Montgomery, AL 36104

Howard B. Johnson
900 W Stuart Dr.
Mobile, AL 36605

Robert E. Maiben
900 W Gulf Terra Dr.
Mobile, AL 36605

Francine P. Moffett
2460 N. Gulf Terra Dr.
Mobile, AL 36605

Duncan E. Parker
2458 N. Gulf Terra Dr.
Mobile, AL 36605

Frances H. Sanders
2467 Karagan Dr.
Mobile, AL 36606

September 8, 2025

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

We represent Sketchy Investments, LLC. Sketchy Investments is interested in purchasing the property located at 2243, 2245, 2345 and 2509 Halls Mill Road. Please see the included map (next page).

This Property is currently owned by the Farmer's Market of Mobile County. The Property is currently zoned B-3. Sketchy Investments is interested in rezoning the Property to B-5. This zoning change will allow Sketchy Investments to continue to use the Property as it is currently being used and to add some additional uses, such as outdoor storage of heavy equipment and vehicles, wholesale distribution, warehousing and storage.

The Neighborhood Meeting will provide an opportunity to discuss the rezoning proposal in more detail.

You are invited to attend meeting:

Monday, September 22, 2025

5:30 PM

Community Church Ministries

2514 Halls Mill Road

Mobile, AL 36606

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and identify issues before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Planning Commission meeting on September 18, 2025 at Government Plaza. On September 18, the Planning Commission will consider the Rezoning Request and hold a Public

Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or asking to be heard.

This Neighborhood Meeting is not the same meeting as the Public Hearing.

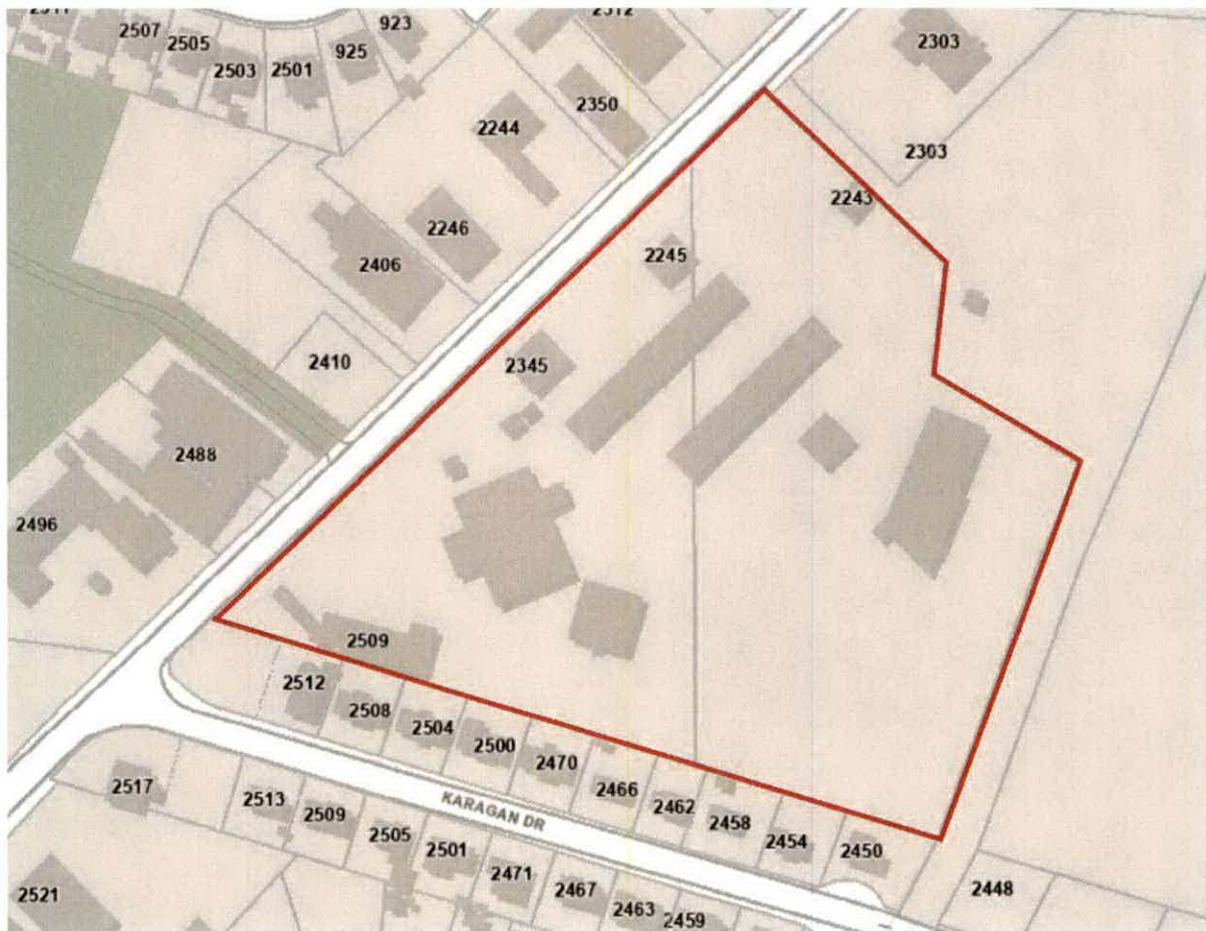
We look forward to discussing this rezoning proposal with you.

Sincerely,



Keri Coumanis

The Farmer's Market property proposed to be Rezoned from B-3 to B-5 is outlined in red:



Sign-In Sheet

Q

Community Meeting Summary

Date & Time: Monday, September 22, 2025, at 5:30 PM

Location: Community Outreach Ministries
2514 Halls Mill Road

Attendance:

Three community members were present, including:

- Two representatives from an adjacent business, Colonial Trailways.
- One owner of a commercial property on Halls Mill Road

Materials Distributed:

- Map of Property; Pertinent Use Chart Information (attached)

Presentation Summary:

Casey Pipes, representative of the applicant (Sketchy Investments) provided an overview of the rezoning and subdivision request, explaining as follows:

- The site was formerly used by area farmers for distribution and warehousing.
- The subdivision is necessary to consolidate two metes and bounds parcels into a single lot of record.
- The subject property is currently under contract, pending rezoning approval.
- The applicants (Sketchy Investments) previously purchased two parcels on Halls Mill Road, formerly owned by Gulf Coast Truck and Equipment. This Property shares a northern property line with one of the parcels.
- The long-term intent is to develop the subject property, along with the adjacent parcels, for the storage and parking of automobile transporters.
- The business operations are tied to the Roll On / Roll Off Terminal at the Port, requiring staging areas near the Port for transporters.
- Acquisition of the subject property would provide potential additional ingress/egress to the overall site.

Community Questions & Responses:

Question: Will automobile transporter storage be the only intended use of the property?

Response:

- Currently, several buildings on the site are occupied by month-to-month tenants.
- Sketchy Investments intends to evaluate which buildings may be rehabilitated or retained.

- They also plan to clean up the property, similar to their previous work at the former Gulf Coast Truck site.
- There may be intermediary uses before the site is fully developed.

Question: Do they have to have B-5?

Response:

- Yes, the use meets the definition of "Heavy Duty Commercial Vehicle Parking" which is a "temporary use" allowed by right in B-5.

Sept. 28
August 25, 2025 Neighborhood Meeting
2243-2509 Halls Mill Road
Site: 12 acres +/-
Currently Zoned B-3; Adjacent to B-5 and R-1
Zoning Requested: B-5

**Potential Uses Allowed by Right
in B-5**

- Heavy Duty Commercial Vehicle Parking
- Heavy Truck/Farm Equipment/Construction Equipment Dealer
- Machinery and Equipment Rental and Leasing
- Machinery and Heavy Equipment Sales and Service
- Wholesale Distribution, Warehousing and Storage

Other Uses Allowed By Right in B-5

- Industrial Launderer
- Linen/Uniform Supply
- Media Production
- Research and Development





City Of Mobile
Real Estate Dept
Po Box 1827
Mobile, AL 36633-1827

International Brotherhood
2244 Halls Mill Rd
Mobile, AL 36606

Mulherin Custodial Home
2496 Halls Mill Rd
Mobile, AL 36606

Zion Baptist Church
P O Box 6200
Mobile, AL 36660-0200

Lawrence Timothy W
& Dudley O Davis
2308 Halls Mill Rd
Mobile, AL 36606-2124

Golden Tiger LLC (The)
6810 Rylee Road
Theodore AL 36582-3844

Karagan Phillip P
23095 Perdido Beach Blvd
Orange Beach AL 36561-3048

McGuire Property Company
Po Box 6150
Mobile, AL 36660-0150

Big Charlies Produce LLC
2274 Halls Mill Rd
Mobile, AL 36606-4617

David Tacon
415 Fairwood Blvd.
Fairhope, AL 36532-2709

N & D Properties LLC
53 N Ann St
Mobile, AL 36604-2238

Oneill J C Jr
C/O Betheze Realty Co Inc
3345 Halls Mill Rd Ste B
Mobile, AL 36606-2500

Farmers Market Of Mobile Co
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Poellnitz Patricia B
2462 Karagan Drive
Mobile, AL 36606

Matthews Gerald W
4057 Beechwood Ln
Mobile, AL 36609-5947

Gulf Coast Truck & Equipment Co
Inc
1000 New Bay Bridge Rd
Mobile, AL 36610-4706

McGuire James E
Po Box 6150
Mobile, AL 36660-0150

M&A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583-8519

1625 LLC
85 N Sage Ave
Mobile, AL 36607

DW Bates Properties LLC
651 Olive Ave
Fairhope AL 36532-2833

Chancellor Properties LLC
Po Box 505
Laurel MS 39441-0505

Gulf Coast Steel Building
C/O Farmers Market Of Mobile
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Sketchy Investments LLC
951 Us Highway 82 W Ste B
Leesburg, Ga 31763-5862

Casildo Fernandez Heliodoro
& Noemi Rosas Chagala
706 Holcombe Ave
Mobile, AL 36606-4240

HGM Holdings LLC
C/O Medlock Management
1077 N Willow Ave Ste 105
Clovis Ca 93611-4415

Thabit Haroun & Lois L
2454 Sayner Ave
Mobile AL 36605-2536

JHR Real Estate LLC
& Elizabeth A Reilly
11401 Roosevelt Blvd
Philadelphia, PA 19154-2102

Kenneth O'Bannon
657 Canady Ct.
Hampton, GA 30228-6366

William and Doris Biggs
2505 Karagan Dr.
Mobile, AL 36606

Sally F. Brown
405 Pennington Circle
Mobile, AL 36606

Emma Myree Clark
2451 Karagan Dr.
Mobile, AL 36606

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

James P. Karagan Life Estate
6412 Willow Brook Run E
Mobile, AL 36608

Santos Noe Anariba Maldonado
Delfina Rosas Chagala
2501 Karagan Dr.
Mobile, AL 36606

Daniel Lewis & Pamela Mollise
2866 Ramada Dr. W
Mobile, AL 36693

Joseph and Helen Philon
2452 N. Gulf Terra Dr.
Mobile, AL 36605

Tasheka Scott
3911 Vallas Dr.
Mobile, AL 36605

Emery Byrd
Attn: Richard Byrd
5433 Spring Dr.
Mobile, AL 36693

CLIFFCO, LLC
10304 Celeste Rd.
Saraland, AL 36571

Joan Lynn Harris as Trustee
1203 E. Flora St.
Tampa, FL 33604

M & B Builders LLC
Post Office Box 2947
Mobile, AL 36652

Shelby Lynne Mathers
Clay Lavern Mathers
2463 Karagan Dr.
Mobile, AL 36606

Anne Moulyet
4371 Nelson Ave.
Sarasota, FL 34231

Gloria Jean Ross
835 Sasse St.
Clarksdale, MS 38614

John C. Wacker, III
Attn: Phillip Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Frederick H. Carley Sr.
2648 Edgewater Dr.
Niceville, FL 32578

Colonial Trailways, Inc.
520 N. Court St.
Montgomery, AL 36104

Howard B. Johnson
900 W Stuart Dr.
Mobile, AL 36605

Robert E. Maiben
900 W Gulf Terra Dr.
Mobile, AL 36605

Francine P. Moffett
2460 N. Gulf Terra Dr.
Mobile, AL 36605

Duncan E. Parker
2458 N. Gulf Terra Dr.
Mobile, AL 36605

Frances H. Sanders
2467 Karagan Dr.
Mobile, AL 36606



Agenda Item # 11

SUB-003440-2025 & ZON-UDC-003443-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

2243, 2245, 2345, & 2509 Halls Mill Road

Subdivision Name:

Farmers Market of Mobile County Subdivision

Applicant / Agent:

Sketchy Investments, LLC / J. Casey Pipes, Helmsing Leach, P.C.

Property Owner(s):

Farmers Market of Mobile County, Inc.

Current Zoning:

B-3, Community Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-3 to B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE October 16, 2025
 APPLICANT Farmers Market of Mobile County Subdivision
 REQUEST Subdivision, Rezoning from B-3 to B-5



SITE HISTORY

The site was annexed into the corporate limits of the City of Mobile in 1945, though it had already been identified for industrial use on the City's 1934 Use District Map. With the adoption of the 1951 Zoning Ordinance, the property was zoned C-2, Community Business District, and R-1, One-Family Residence District. In 1967, the zoning was amended to B-3, Community Business District, a classification the site has retained through the adoption of the Unified Development Code, at which time it was also given the additional "Suburban" Sub-District designation.

The property consists of two (2) metes-and-bounds parcels originally developed as a regional distribution center for fresh produce and farm goods, prior to the adoption of current development regulations.

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a signature block for the Planning Commission, Traffic Engineer, and City Engineer.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
- 2. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- 3. Any existing or proposed detention facility shall be maintained as it was constructed and approved.
- 4. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
- 5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lot fronts Halls Mill Road, a Minor Arterial Street with a required 70-foot-wide right-of-way at this location. The preliminary plat depicts an existing 50-foot-wide right-of-way with an additional 10 feet proposed for dedication, providing a total of 35 feet from the centerline of Halls Mill Road. Accordingly, no further dedication should be required.

The lot exceeds the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat if approved.

The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 25-foot front yard setback is not illustrated along Halls Mill Road, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's existing and proposed zoning classifications. Therefore, if approved, the required 25-foot front yard setback should be illustrated along Halls Mill Road, adjusted to reflect the proposed dedication.

It should be noted that the additional right-of-way dedication will cause two (2) existing structures to encroach into the required 25-foot front yard setback, creating a nonconforming condition. Future development or redevelopment of the site may require full compliance with the applicable development standards of Article 3 of the UDC, including setback requirements. Alternatively, the applicant may seek a Front Yard Setback Variance from the Board of Zoning Adjustment to allow a reduced setback at that time.

Rezoning

The applicant requests rezoning of the lot resulting from the proposed subdivision from B-3, Community Business Suburban District, to B-5, Office Distribution District, to allow continued use and reinvestment in a 12±-acre site historically operated as the Mobile County Farmers Market, a regional hub for produce distribution and warehousing.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Suburban District, to the north and west; B-5, Office Distribution District, to the east; and R-2, Two-Family Residential Suburban District, to the south.

Surrounding land uses along this segment of Halls Mill Road include a mix of small- and large-scale warehousing and distribution facilities, wholesale establishments, retail stores, offices, a religious facility, a nursing home, and single- and two-family residences.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In support of the request, the applicant notes that the property—now underutilized and containing aging warehouse structures—is contiguous to land rezoned to B-5 under the same ownership in 2023. Rezoning would allow unified operation of both sites for warehousing, distribution, storage, and heavy vehicle/equipment storage,

consistent with the property's historic function and evolving conditions along Halls Mill Road. The request is also stated to align with the *Map for Mobile* Future Land Use designation of Mixed Commercial Corridor and with citywide goals promoting strategic infill, redevelopment of underutilized property, job creation, and economic development in underserved areas.

According to the Future Land Use Map, the site lies within a Mixed Commercial Corridor. While the Future Land Use Plan emphasizes office and commercial activity, it acknowledges the presence of existing commercial development along major transportation corridors. Given the historical and proposed use of the property for warehousing and distribution, and the prevalence of similar uses along this segment of Halls Mill Road, the proposal may merit consideration. The applicant also suggests that the request may correct a possible error in the original zoning designation by better aligning the property's zoning with its long-standing use.

It should be noted that rezoning of the adjoining property to B-5 was recommended by the Planning Commission in November 2023 and subsequently adopted by the City Council in January 2024. This action further supports the current request by reflecting changing conditions in the surrounding neighborhood.

A survey illustrating all existing site improvements was submitted in lieu of a site plan. While rezoning requests are not site-plan specific, it is unclear whether the existing development complies with current development standards. As such, if the rezoning is approved, any future development or redevelopment of the property may be required to achieve full compliance with the applicable provisions of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the proposed dedication, providing 35 feet to the centerline of Halls Mill Road, on the Final Plat;
2. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Revision of the Final Plat to illustrate a 25-foot front yard setback along Halls Mill Road, adjusted to reflect the required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations and Article 2 of the Unified Development Code;
4. Compliance with all Engineering comments noted in this staff report;
5. Compliance with all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

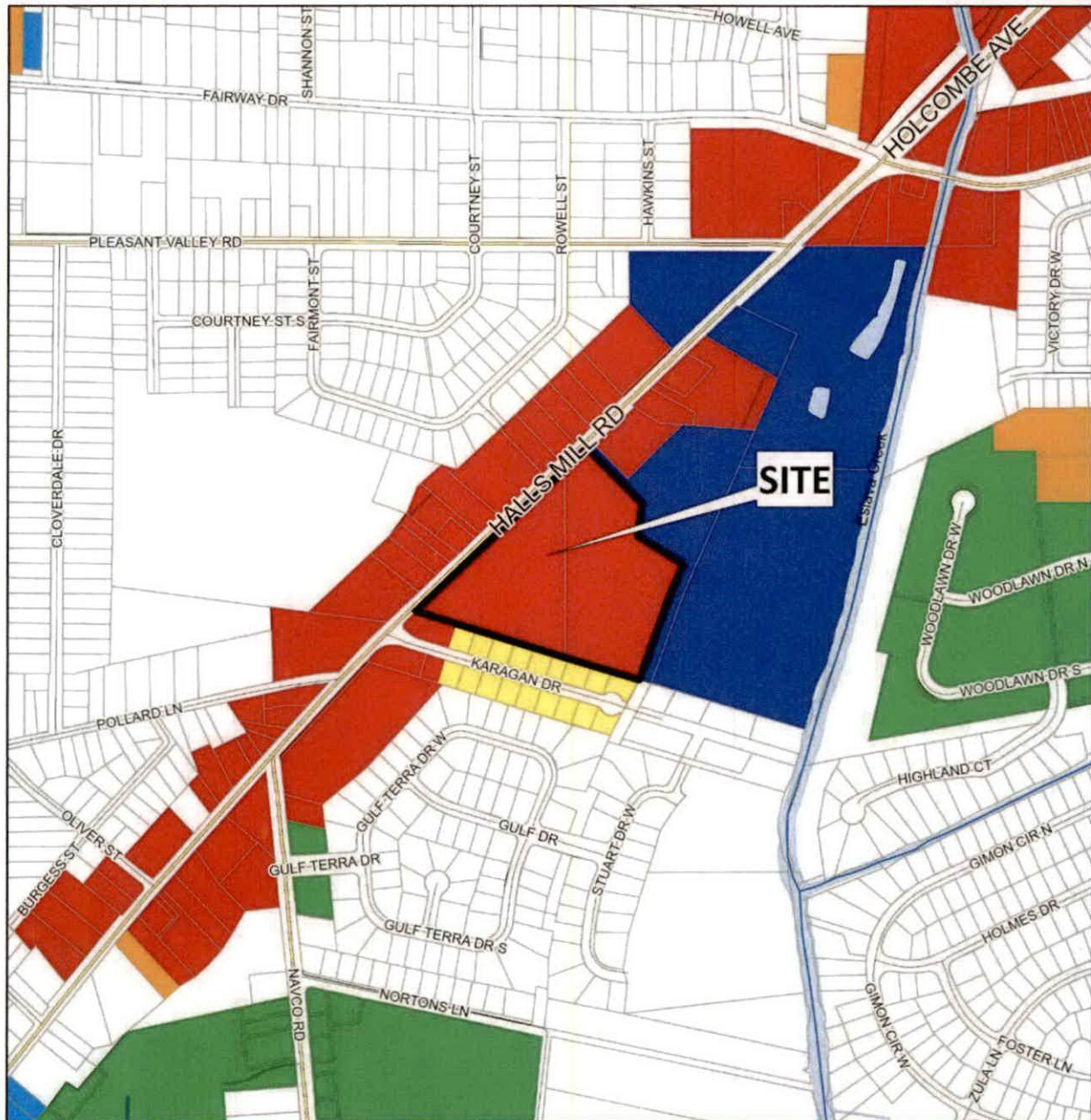
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition(s) could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



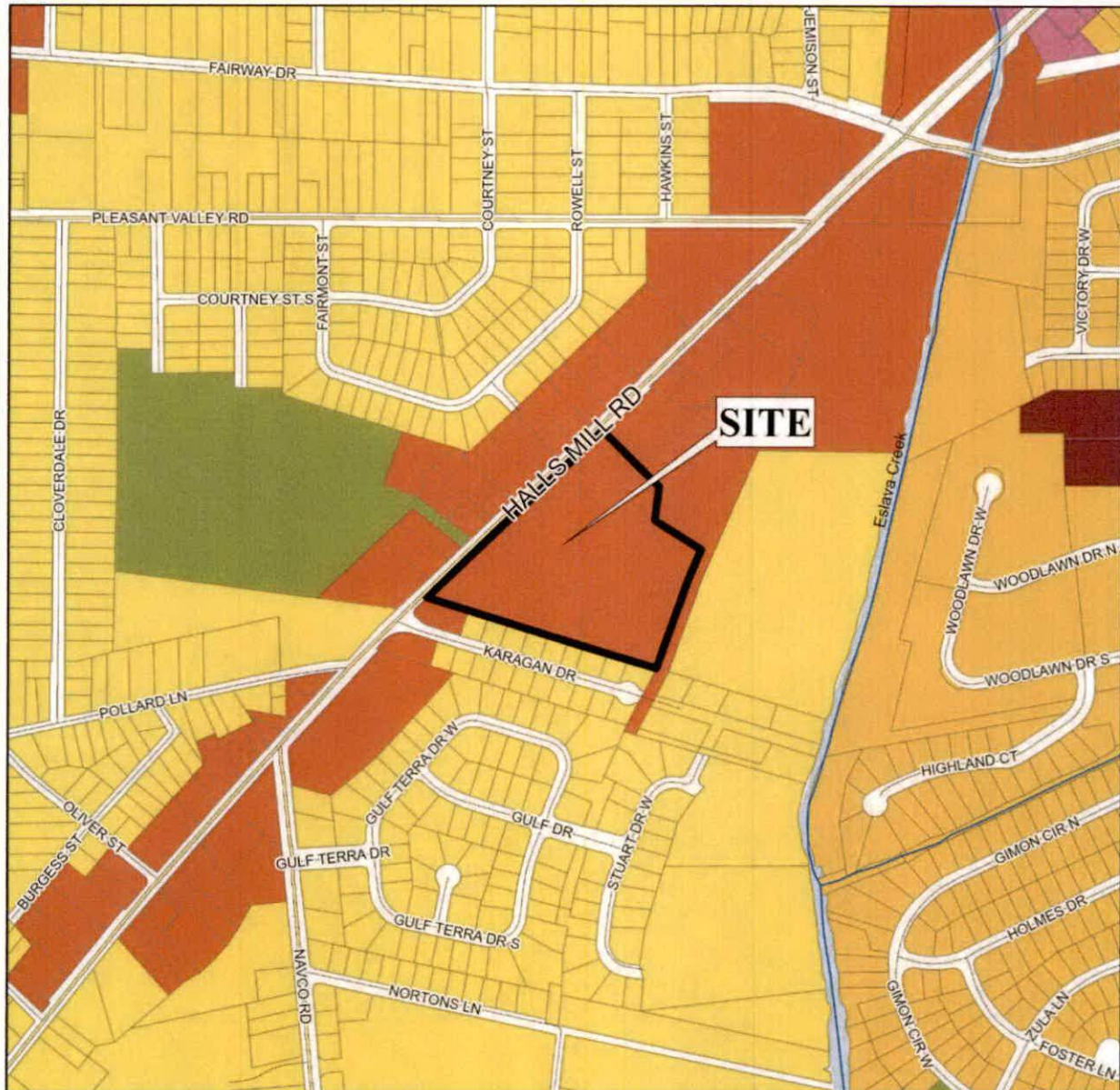
APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5

- | | | | |
|--|---|--|--|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |

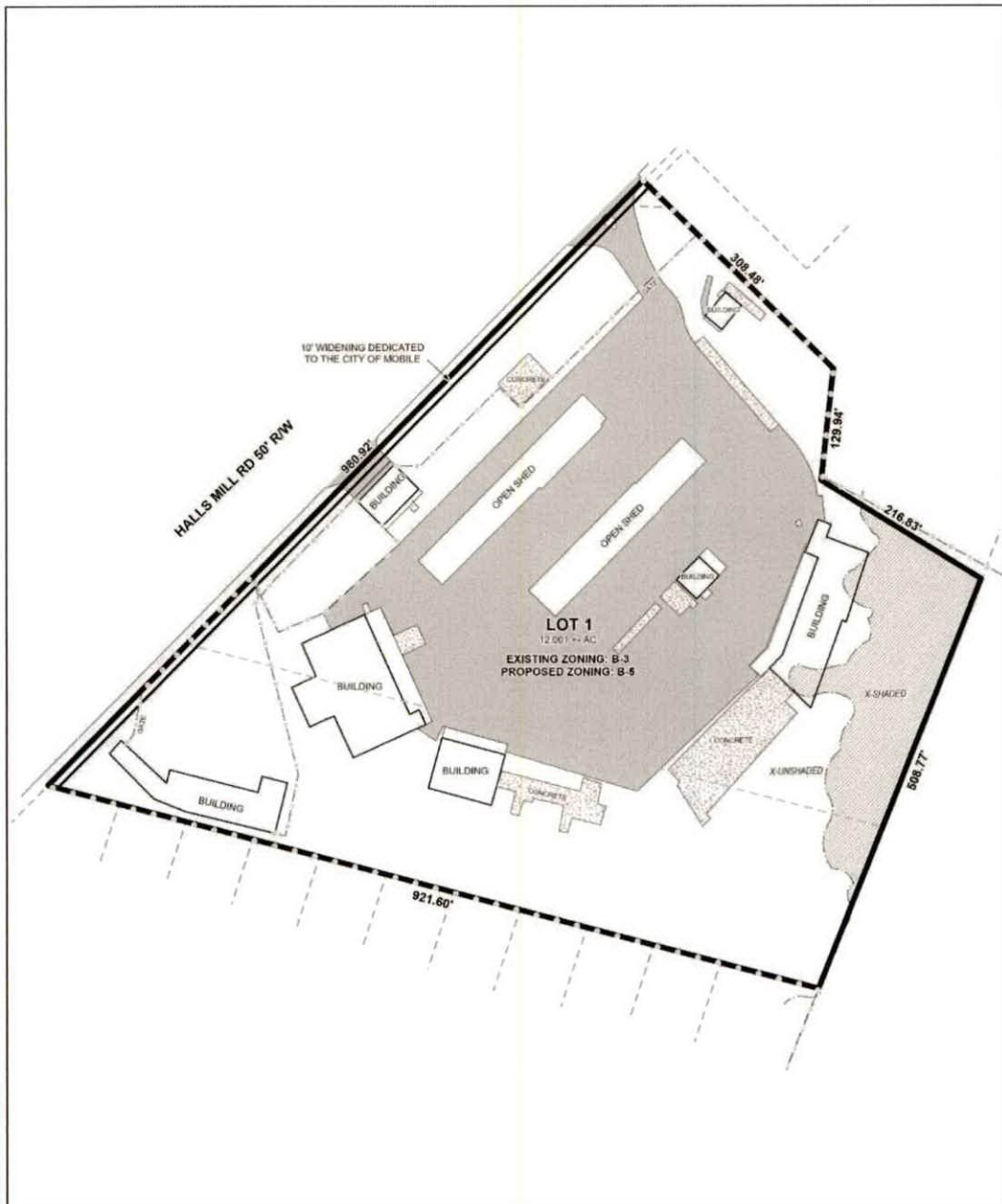


[illegible]

APPLICATION NUMBER 11 DATE October 16, 2025
 APPLICANT Farmers Market of Mobile County Subdivision
 REQUEST Subdivision, Rezoning from B-3 to B-5



SITE PLAN



The site plan illustrates proposed zoning, existing buildings, fencing and drives.

APPLICATION NUMBER	11	DATE	October 16, 2025
APPLICANT	Farmers Market of Mobile County Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-5		

N
↑
NTS

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
For Property located at 2574 and 2664 Sollie Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on October 16, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;

4. Provision of a photometric lighting plan when submitting for Land Disturbance permits;
and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.



OFFICE OF THE CITY COUNCIL

October 22, 2025

Honorable William S. Stimpson
Mayor
City of Mobile

Dear Mayor Stimpson:

Please transfer \$4,020.00 from District 7's Discretionary Funds to Traffic Engineering assist with the replacement of signs and poles, a total of five in District 7. The contact person is Jennifer White, Traffic Engineering Department. She can be contacted by dialing (251)208-2960, or via email at whitej@cityofmobile.org. Thank you for your attention to this matter.

Sincerely,

Gina Gregory
Mobile City Council
District 7

GG/pb

cc: Donna Bryars
Vilater Green
Ricardo Woods
Paul Carbo
Lisa Carroll Lambert
Lana Gauthier
Tierney Leverette
Karen Williamson
Brandi Montgomery
Scott Collins
Tiffany Levy
Lisa Roberts
Kathy Scott

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2574 & 2664 Sollie Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

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

WHEREAS, a Conditional Use Permit application was filed on September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **October 16, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;

3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Martin Dorsett
Luke 4:18 Fellowship, Inc.
2574 & 2664 Sollie Road
Council District 6
Josh Woods



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

October 23, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on **October 16, 2025**, considered the request of **Martin Dorsett (Luke 4:18 Fellowship, Inc.)**, for a Conditional Use Permit **to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District** for the property located at **2574 & 2664 Sollie Road**.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit. The proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

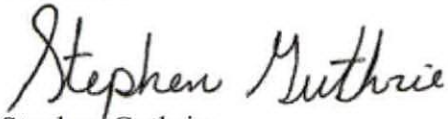
As such, the Planning Commission voted to recommend approval of the Conditional Use Permit

to the City Council, subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2574 & 2664 Sollie Road**.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**. If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Luke 4:18 Fellowship
2664 Sollie Road
Mobile, Alabama 36695

Re: 2574 & 2664 Sollie Road
ZON-CUP-003466-2025
Luke 4:18 Fellowship 2025 Subdivision
District 6
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 16, 2025, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - a) Any applicable development standards; and
 - b) Any applicable use regulations.
2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services;

ZON-CUP-003466-2025 2574 & 2664 Sollie Road
October 17, 2025

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

The advertising fee for this application based on the current legal description is **\$414.96**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☒ **Conditional Use Permits**

Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Martin Dorsett	
Firm:	Luke 4:18 Fellowship. Inc.	
Phone:	(251) 401-0774	
Email:	martin@luke418fellowship.org	
Address:	2664 Sollie Road, Mobile AL. 36695	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Luke 4:18 Fellowship. Inc.	John Sprinkle, PE
Firm:		Speaks & Associates
Phone:	(251) 401-0774	(251) 666-4646
Email:	martin@luke418fellowship.org	john@speaks.cc
Address:	2664 Sollie Road, Mobile Al. 36695	732 Oak Circle Dr. W. Mobile Al. 36609

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 3664 Sollie Road, Mobile Al. 36695 12.43 Acres

Property Address Property Area (acres or square feet)
 Key Numbers 02246117 and 04007509

Parcel Number(s) or Key Number(s)
 R-1 Single-Family Residential

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


 Owner Signature

9/10/2025
 Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.buildmobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	Religious Facility

Have you provided the required information for the selected uses above? ☒ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☒ Planning Commission Application | ☒ Site Plan |
| ☒ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The site has the existing Luke 4:18 Fellowship Church and the addition of the new Youth Building will provide a place for the youth of the surrounding neighborhoods to gather safely.

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☒ Yes ☐ No

If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

The site are is surrounded by Residential Houses to the east, west, and south of the property, with commercial businesses to north along Cottage Hill Road. The main property of this application has existing Luke 4:18 Fellowship Church on the property.

The new construction will be compatible with the existing church complex.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

The adjacent property to the east, southwest, and south is residential lots that have been developed. The property to the north and west is commercial property that has been developed. The proposal will not impact the development or improvement of the adjacent properties.

5. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The existing structure located at 2664 Sollie Road is 37 feet tall with a steeple height of 91 feet.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The site is surrounded by trees to the north, west, and south.

- ☐ Lighting:

The site has site lighting in the parking lot and around the exterior of the existing building.

- ☐ Hours of operation:

Monday -Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. for the administration.

Gatherings for Student ministry on Wednesday nights from 6:00 till 8:30 pm and Sunday mornings from 9:00 till 10:00 am.

- ☐ Other conditions that are unique to the use of the property:

Other uses for congregational events as needed.

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

The new site proposal will have a storm water detention pond that will provide storage as required by the city of mobile.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The property has water and sewer services provided by MAWSS

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is surrounded by trees on the north, west, south side, and by Luke 4:18 Fellowship Church building on the east side.

The trees will cut down most of the noise, dust, and other conditions.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Description of proposal and justification

The proposed project is the addition of a new youth and administration building at Luke 4:18 Fellowship Church. The building will be a single-story metal frame building with a red brick front, metal sides, and back with a concrete walk along the front and north side. The back of the building will have a concrete patio for outside meetings. The building will have nine offices, a conference room, a copy/break room, restrooms, a soda area, an open area, and a stage. The building will be used daily by administrative operations for the church with 16 employees. Monday - Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. Also, gatherings for Student Ministry on Wednesday nights from 6:00 till 8:30 for 75-100 people and Sunday mornings from 9:00 till 10:00 for 50-75 people. The building will be used for congregational events as needed.

The ne building is required because the existing building has become to small to house the growing population.



Re: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/11/2025 1:47 PM
To john@speaks.cc <john@speaks.cc>
Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

We have completed our review of the above-referenced Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025**.

2. DWG File Submission: If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, September 15, 2025**, the case will be scheduled for the **October 16, 2025, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Planning & Zoning
 <https://www.buildmobile.org/assets/images/logo.png>
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, September 10, 2025 12:11 PM
To: john@speaks.cc <john@speaks.cc>
Cc: mdorsett59@gmail.com <mdorsett59@gmail.com>
Subject: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

Good afternoon,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

- 1. Owner Authorization:** The application was signed by Martin Dorsett; however, we are unable to verify Mr. Dorsett's affiliation with Luke 4:18 Fellowship. Please provide one of the following to satisfy this requirement:
 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
- 2. Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025**.
Note: To date, no information regarding the required Neighborhood Meeting has been received.
- 3. Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 2025, Planning Commission** meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **October 1, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Wed 9/10/2025 12:11 PM

To john@speaks.cc <john@speaks.cc>

Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization:** The application was signed by Martin Dorsett; however, we are unable to verify Mr. Dorsett's affiliation with Luke 4:18 Fellowship. Please provide one of the following to satisfy this requirement:
 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025.**
Note: To date, no information regarding the required Neighborhood Meeting has been received.
3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **October 1, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD **MOBILE**

dlogananderson@cityofmobile.org

(251) 208-5895 main

Luke 4:18 Fellowship Parking

Building Area	
Existing	(S.F.)
Group	15000
Other	22300

New	(S.F.)
Group	8270
Other	5180

Required Parking			
	(S.F.)	Space/s.f.	Spaces
Group	23270	150	155
Other	27480	500	55
		Total =	210

Provided Parking			Total	ADA Required
	Regular	Handicap		
Existing	285	16	301	8
New Layout	282	18	300	7

Required Bicycle Parking			1st 10,000	Add. 10,000	Total
New	(S.F.)	Total			
Group	8270	13450	2	1	3
Other	5180				

Prepared By: Speaks and Associates



LUKE 4:18 FELLOWSHIP

DAVID L. BULLOCK
SENIOR PASTOR

Luke 4:18 Fellowship, Inc Trustees as of 5/4/2023

Jimmy Lambert
3809 Ryan Ct
Theodore, AL 36582

Daniel Barber
3100 James Madison Dr. W.
Mobile, AL 36693

James Shore
6770 Deanna Ct
Mobile, AL 36693

Martin Dorsett
6525 Bay Rd
Mobile, AL 36605

William Flagge
2240 Milner Way
Mobile, AL 36695

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE
RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING. CONTAINS 12.43 ACRES.

JAMES & JENNY HAWKINS 7140 LONDONDERRY DR. MOBILE, AL. 36695	RONALD & SARAH YANCEY 7160 LONDONDERRY DR. MOBILE, AL. 36695	KATHRYN HOWARD 2710 WESTON DR. MOBILE, AL. 36695
CYNTHIA M. JONES 2733 LYNNDALL DR. MOBILE, AL. 36695	PATRICIA M. JOHNSON 2725 LYNNDALL DR. MOBILE, AL. 36695	CURTIS & VALERIE BODART 2723 LYNNDALL DR. MOBILE, AL. 36695
FRANK & MARIE COLLIER 2661 LYNNDALL DR. MOBILE, AL. 36695	MICHAEL & PRISCILLA SMITH 2740 WESTON DR. MOBILE, AL. 36695	GABRIEL SIMM 2744 LYNNDALL DR. MOBILE, AL. 36695
HOWARD STEWART & MARGARITA STEWART 2759 LYNNDALL DR. MOBILE, AL. 36695	DEANDRE LACY 2700 LYNNDALL DR. MOBILE, AL. 36695	LUKE 4:18 FELLOWSHIP INC. 2664 SOLLIE RD. MOBILE, AL. 36695
CHERYL MCDOLE & KIMBERLY BURDEN 7180 LONDONDERRY DR. MOBILE, AL. 36695	PRIME DESIGN HOMES LLC 6341 PICCADILLY SQUARE DR. B MOBILE, AL. 36609	DARBY CREEK HOMEOWNERS ASSOC. INC. C/O HERMAN LEE 2730 BENNINGTON DR. MOBILE, AL. 36695
CLARENCE M. BALL JR. 1 SOUTHERN WAY MOBILE, AL. 36619	ARTHUR JOHNSON JR. 2725 LYNNDALL DR. MOBILE, AL. 36695	LIBERTY REALTY LLC 1 2735 BENNINGTON DR. MOBILE, AL. 36695
PSGC PROPERTIES LLC 729 DESTINY PLANTATION BLVD. BILOXI, MS. 39532	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL 3230 RIVERVIEW POINT DR. THEODORE, AL. 36582	CARPENTER HOMES INC. 7267 COTTAGE HILL RD. MOBILE, AL. 36695
STAR SIGNATURE HOME LLC. 1442 W. 165 SERVICE RD. S. MOBILE, AL. 36693	JAMES E. WILLIAMS 2752 LYNNDALL DR. MOBILE, AL. 36695	RICHARD & JANETTE BEAN 2761 LYNNDALL DR. MOBILE, AL. 36695
JAMES PETER BERSCHIEDT & JENNIFER BERSCHIEDT 2612 CHARLESTON OAK DR. W. MOBILE, AL. 36695	JANIS P. SAVAGE 7054 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	DORJEE BELEN P.O. BOX 82084 MOBILE, AL. 36689
LAWRENCE M. PELL & KATHLEEN M. PELL 7051 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	EARL D. ROGERS & LISA ANN ROGERS 2608 CHARLESTON OAKS DR. W. MOBILE, AL. 36695	MOHAMMAD AZMEER 2735 BENNINGTON DR. MOBILE, AL. 36695

HERMAN E. LEE JR. &
MARY D. LEE
2730 BENNINGTON DR.
MOBILE, AL. 36695

EUGENE & LAURA SULLIVAN
2616 CHARLESTON OAK DR. W.
MOBILE, AL. 36695

COLONNADE DEVELOPMENT INC
P.O. BOX 91206
MOBILE, AL. 36691

GERALD HARGROVE
7120 LONDONDERRY DR.
MOBILE, AL. 36695

JOSH WOODS, DISTRICT 6
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

PLANNING AND ZONING
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

--	--

--	--

--

--	--

--	--

--

--

--	--

[illegible]

--

--	--

--	--



Agenda Item # 10

SUB-003441-2025 & ZON-CUP-003466-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

2574 & 2664 Sollie Road South

Subdivision Name:

Luke 4:18 Fellowship 2025 Subdivision

Applicant / Agent:

Luke 4:18 Fellowship

Property Owners:

Luke 4:18 Fellowship Inc.

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

Commission Considerations:

1. Holdover

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		
			 NTS

SITE HISTORY

A portion of the site was made a legal lot of record via Luke 4:18 Fellowship Subdivision, a one (1)-lot subdivision approved by the Planning Commission in October 2011 when the site was within the five-mile Planning Jurisdiction.

The site was develop prior to annexation for use as a religious facility.

The site was annexed into the City in July 2023 and was subsequently assigned its current R-1, Single-Family Residential Suburban District zoning classification.

The site has never had any cases before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a written legal description for the new proposed subdivision boundary.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Conditional Use Permit:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) existing legal lot of record and one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Sollie Road South, a component of the Major Street Plan identified as a Major Collector Street with a planned 100-foot-wide right-of-way. As dedication was given with the recording of Luke 4:18 Fellowship Subdivision in 2012 to provide 50 feet from the centerline of Sollie Road South, no additional frontage dedication should be required. However, if approved, the plat should be revised to label the 50-foot right-of-way width from the centerline of Sollie Road South to the front property line of the site, and to also

provide the current total right-of-way width of Sollie Road South. The street label should be corrected to read "Sollie Road South".

The required 25-foot front yard setback line should be retained on the Final Plat, if approved, but the 5-foot side yard and 8-foot rear yard setback lines should be removed from the plat. The SETBACKS table should also be revised to remove the side and rear setbacks.

The proposed lot meets the minimum size requirements of the Unified Development Code (UDC) and, if approved, the plat should be revised to label the lot with its size in both square feet and acres, or a table should be furnished on the Final Plat providing the same information.

Conditional Use Permit

The applicant is proposing a new youth and administration building on the church property, as well as an expansion of the developed site. Section 64-2-24 Use Table of the Unified Development Code (UDC) requires a Conditional Use Permit for a religious facility in an R-1 District, or any expansion thereof. A Neighborhood Meeting is also required prior to the application being presented to the Planning Commission, and the applicant has held such a meeting.

The site is bordered on the North, West and South by R-1, Single-Family Residential Suburban District zoning classifications in use as single-family dwellings or vacant land. To the East across Sollie Road South is R-3, Multi-Family Residential Suburban District zoning in use as a single-family residential subdivision.

The applicant states that the new building is required because the existing building has become too small to house the growing congregation.

The site plan submitted with the application depicts the existing church building and associated parking areas along with the proposed new building. However, the site plan does not provide any information on the square footage of either the existing building or the proposed building; no parking calculations based on the square footage of group seating areas or other areas; no bicycle parking based upon total building square footages. Existing and proposed building square footages are necessary in order to determine if the increase in square footage is 50% or more, which would require full compliance with the landscaping and tree planting requirements for the site.

Furthermore, the site plan does not provide a public sidewalk within the right-of-way and no pedestrian connection from the public sidewalk to the main building entrance, as required by the UDC. No information regarding dumpsters is provided, and no residential buffer is provided.

To summarize, the site plan does not meet the design standards of Article 3, Section 64-3, of the Unified Development Code (UDC). If the Commission should approve the proposed expansion, and prior to forwarding the plan to the City Council, the site plan should be revised to illustrate compliance with Article 3, Section 64-3 of the UDC and be approved by Planning and Zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider a holdover of the request to the November 20th meeting to be considered concurrently with the Conditional Use Permit request.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

Considerations:

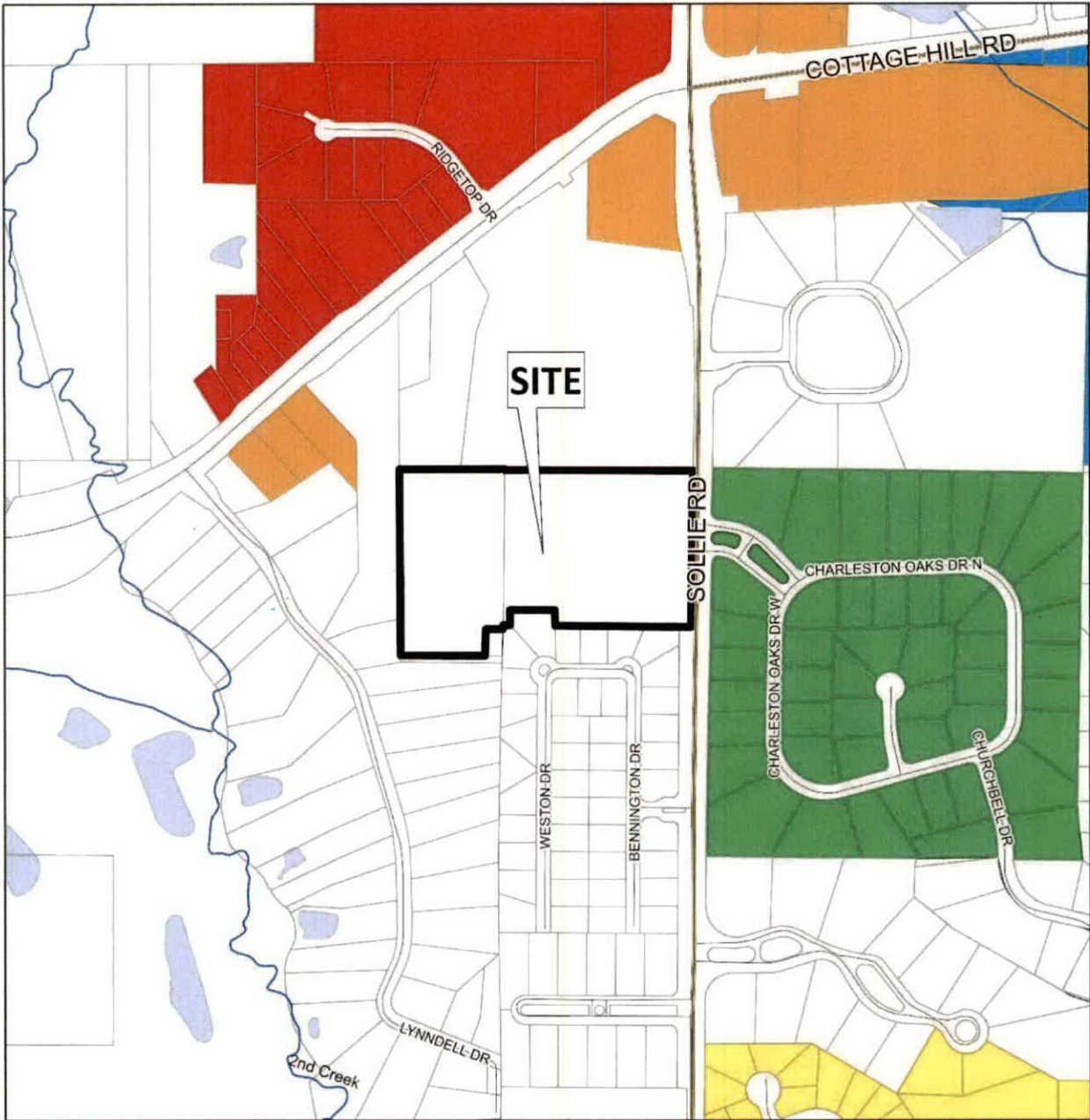
Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission should consider a holdover of the request until the November 20th meeting, with additional information submitted no later than November 6th, to allow the applicant to address the following:

1. Retention Revision of the site plan to illustrate compliance with the development standards of Article 3 of the Unified Development Code.

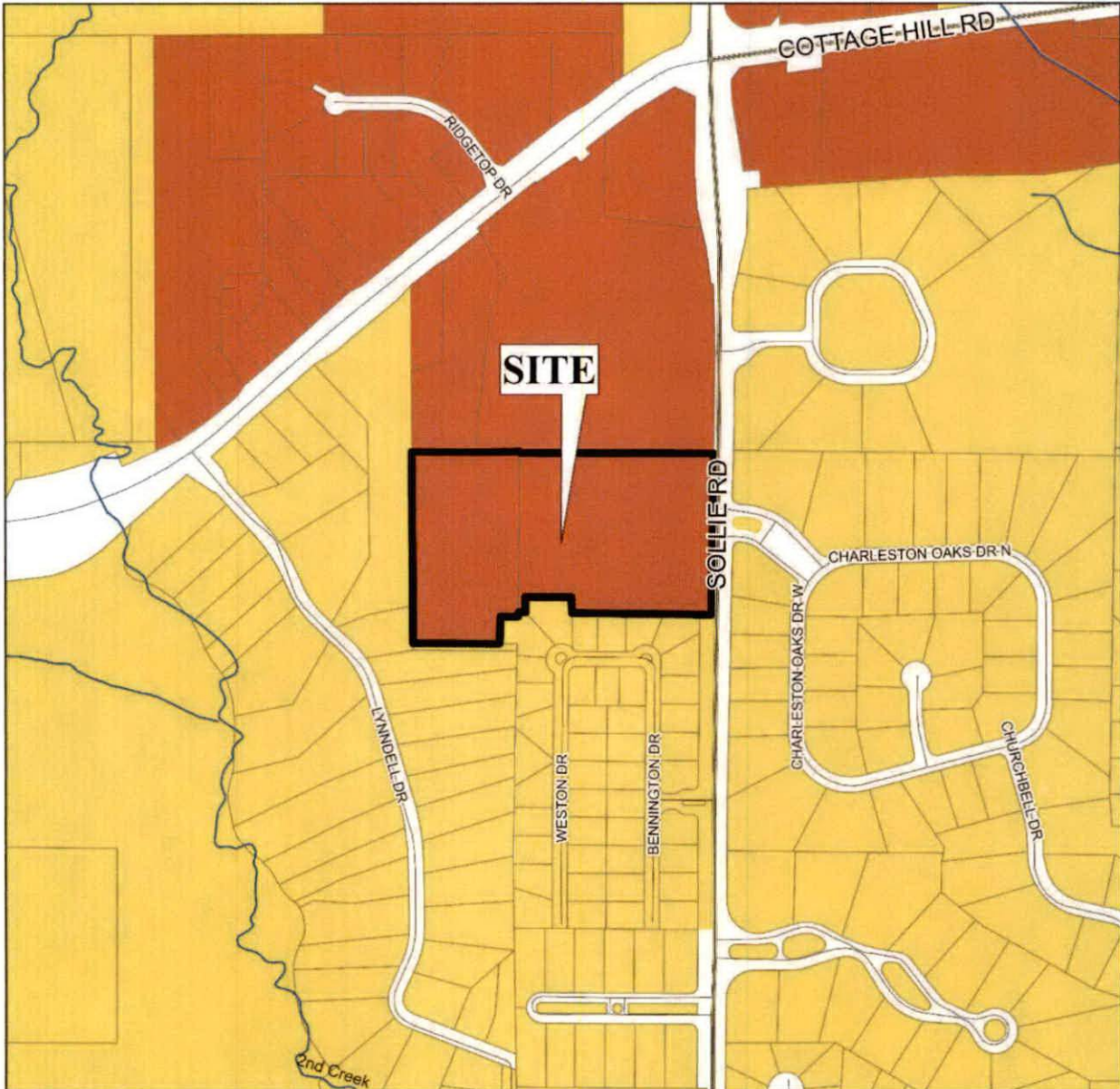
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 16, 2025
APPLICANT Luke 4:18 Fellowship 2025 Subdivision
REQUEST Subdivision, Conditional Use Permit



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 16, 2025

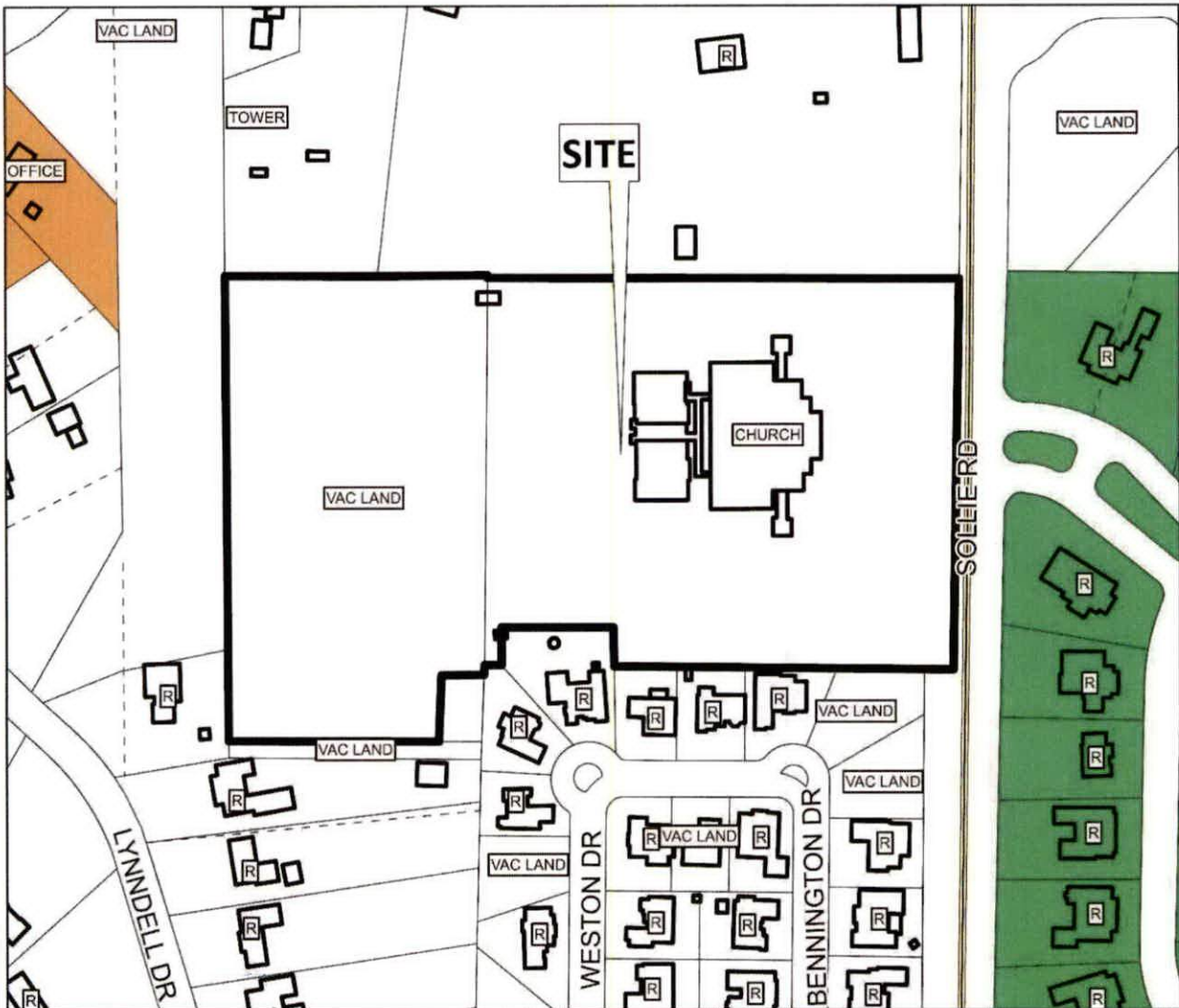
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 10 DATE October 16, 2025

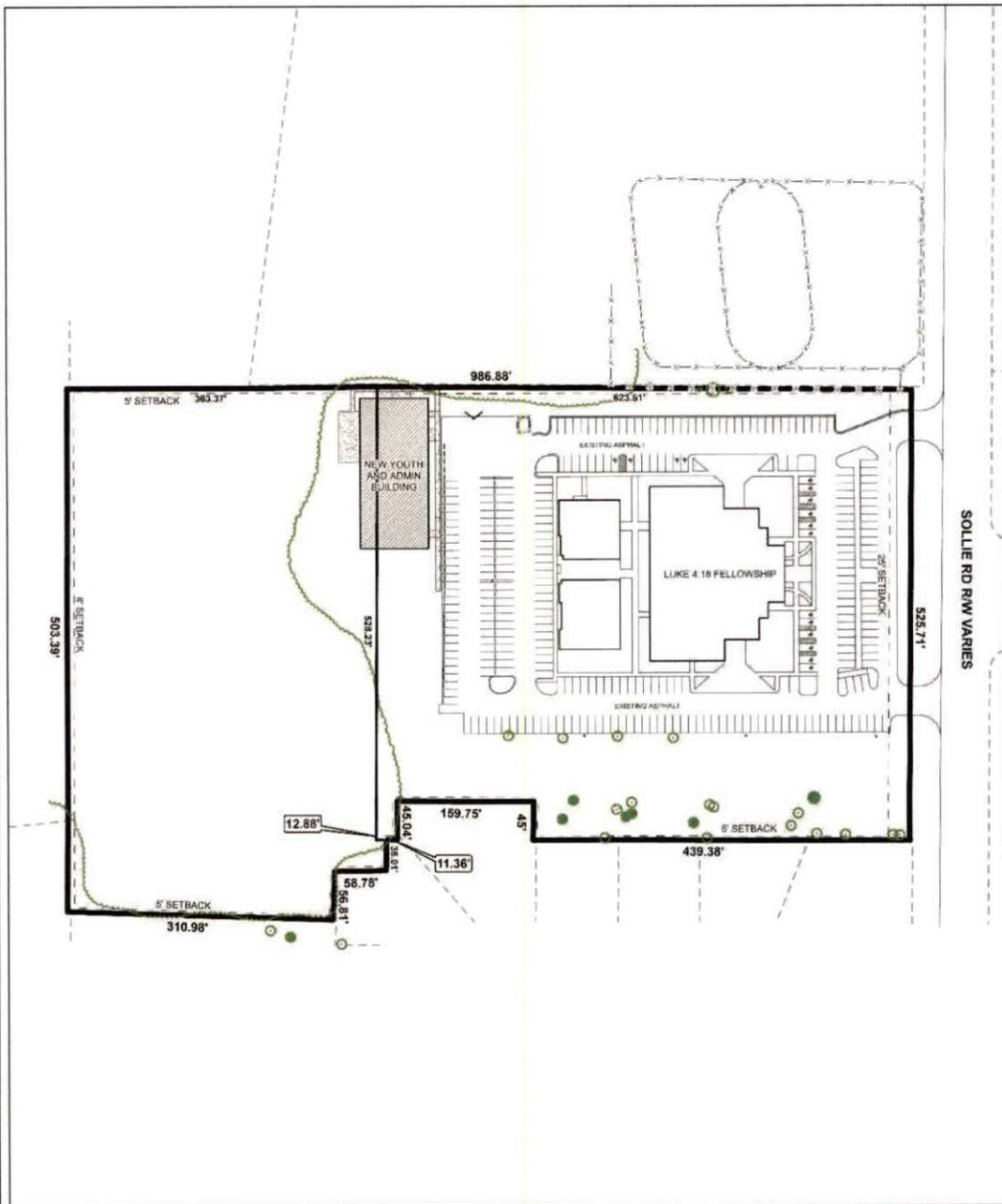
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN



The site plan illustrates

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		

N
NTS

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example



From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, November 24, 2025 9:14:44 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, November 24, 2025 9:06:37 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Mary Pettit

Date To Address Council: 2025-12-02

Address: 404 Byron Ave West

Email: marybryanpettit@gmail.com

Phone: 2516056978

Subject And Specific Questions: Dangerous dogs

Pertain To City Business: Not enough is being done to protect us from dangerous dogs

Signature: Mary Pettit

Signature Verify: X

Agree: X

Date Submitted: 2025-11-24 09:06:28

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

AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED “ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES”.

Sponsored by: City Councilmembers Cory Penn (D1), C. J. Small (D3), Ben Reynolds, (D4), and Josh Woods, (D6)

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled “Alabama Construction Trade Academy Fund Fees” and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars (\$20.00) levied on every building permit, mechanical permit, plumbing permit, electrical permit or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

- (1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- (2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.
- (3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury’s Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.
- (4) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2030.

Adopted:

City Clerk

R E S O L U T I O N

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 TO CONSIDER VACATION OF ALL RIGHTS-OF-WAY
LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 18th day of November 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF ALL RIGHTS-OF-WAY LOCATED
WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

The City of Mobile has been requested by the Mobile Airport Authority to vacate all rights-of-way located within lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 18, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **VACATION RESOLUTION #** is hereby set at \$27,068.24.

Adopted:

City Clerk

Doug Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

September 15, 2025

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Vacation . MAA-ACDC Subdivision

Dear Ms. Lambert:

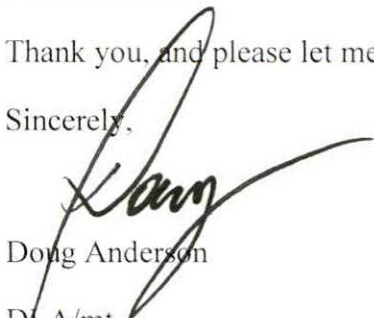
Please find enclosed the necessary documentation to vacate all of the right of ways located within Lot 1 of MAA-ACDC Subdivision, as shown on the attached site plan. These include Albatross Dr., Bobolink Dr., Cardinal Dr. E, Flamingo Dr., Goldfinch Dr., Heron Dr. and Jay Dr. The Mobile Airport Authority owns all of the property adjacent to Lot 1 that these roads service.

Due to the unique nature of this request, we do not know the square footage of the combined rights of way. Lot 1 consists of two tax parcels which total 40.35 acres. The assessed value for Key No. 12900246 is \$1,840,800.00 and the assessed value for parcel Key No. 975788 is \$589,800.00. Due to the former housing development located on this site being abandoned and demolished, and the property being repurposed for a warehouse to be used by Airbus, we request that the City Council waive any fees related to this vacation.

Also, it is our opinion that no traffic impact study should be required as ALDOT has approved the new access road servicing Lot 1 from Michigan Avenue. There will be no access directly to the I-10 Service Road.

Thank you, and please let me know if you need any additional information.

Sincerely,


Doug Anderson

DLA/mt
Enclosures

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
RIGHT OF WAYS LOCATED IN
THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, the **Mobile Airport Authority, an Alabama corporation**, is the sole the owner of all of the land abutting all right of ways within Lot 1, MAA-ACDC Subdivision located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the sole owner of said property located in Mobile, Alabama; and

WHEREAS, the vacation of said property will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated landowner requests that such property be closed and vacated; and

WHEREAS, said party as the sole landowner consents to this vacation; and

WHEREAS, the said property to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the sole owner of the lands, hereby declares said land to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said property is filed strictly in accordance with said statute and, having been so filed, said property hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of

use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

3rd

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the day of September, 2025.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY

An Alabama corporation

By: _____



G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC

My Commission Expires: _____

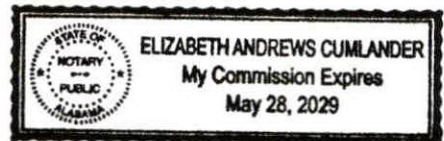
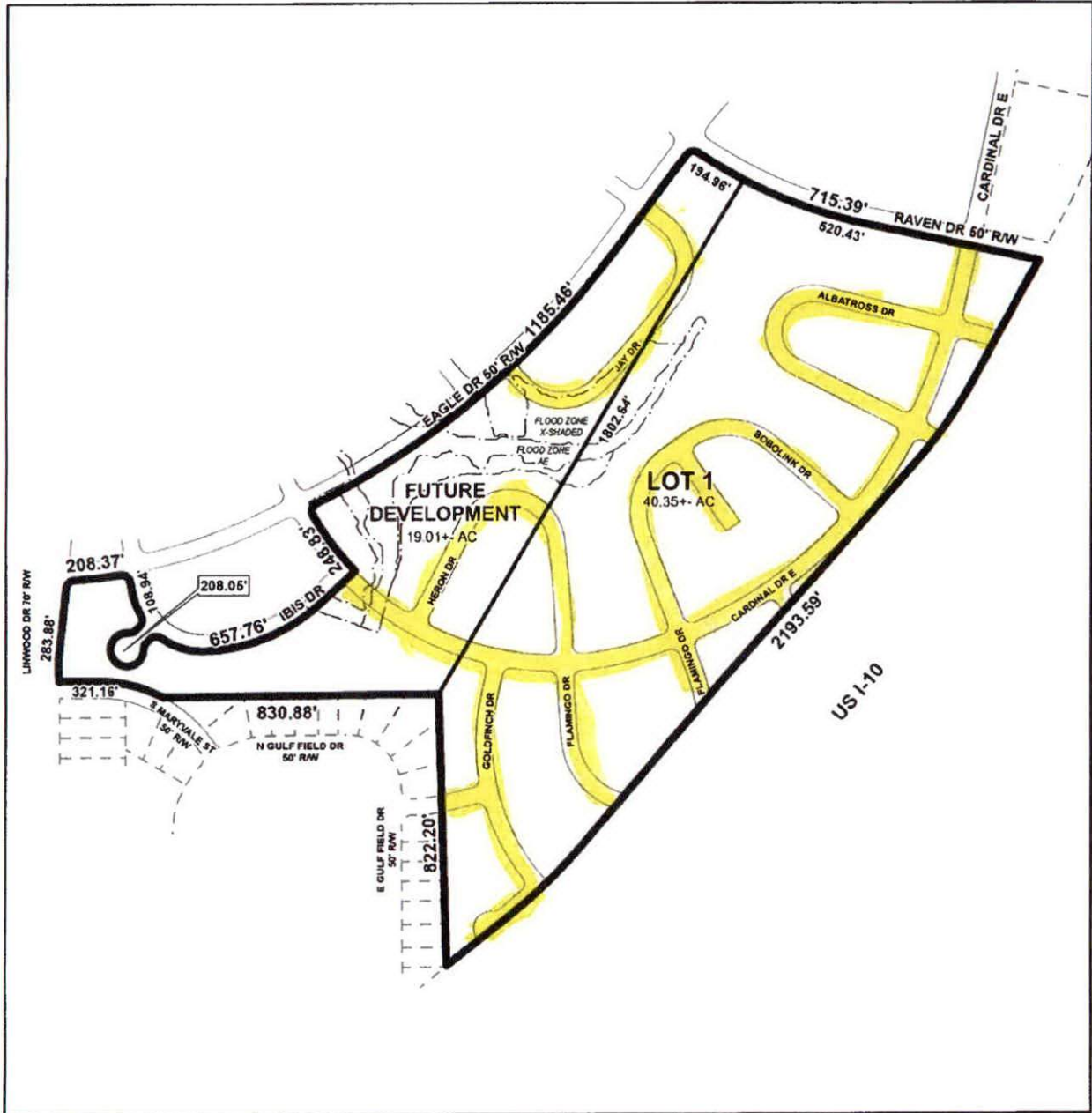


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A RIGHT OF WAYS
IN THE CITY OF MOBILE, ALABAMA**

Comes now the **Mobile Airport Authority**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described are a right of ways, that your Petitioner is the sole owner of the property abutting said right of ways, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: 

G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC
My Commission Expires: _____

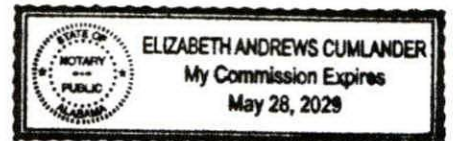
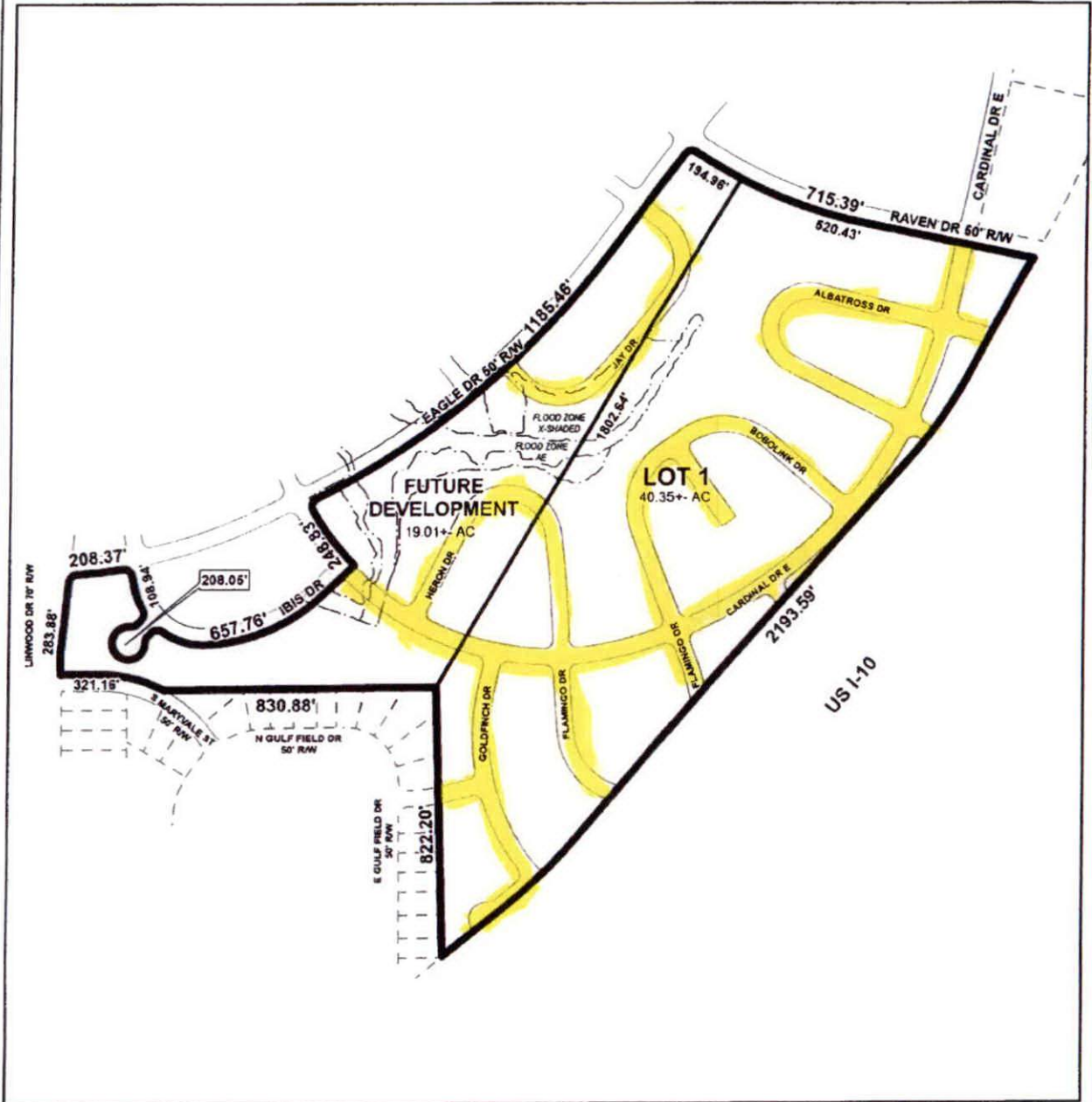


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision





July 29, 2025

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the following streets within the area formerly known as
Thomas James Housing Project; Mobile Housing Board:
Albatross, Bobolink, Cardinal E, Flamingo, Goldfinch,
Heron, & Jay Drives. Section 33, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this area is contingent upon the Requestor retaining easements for MAWSS at least until a master plan of development can be provided. Please know that part of this area (Thomas James), not included in the request, is on the east side of Michigan Avenue (RV Taylor) and must remain in service until the master plan addresses this issue.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SERVICE

A handwritten signature in blue ink, appearing to read "D. B. Russell", is written over a light blue horizontal line.

Daryl B. Russell, P.E.
Director of Planning & Market Development

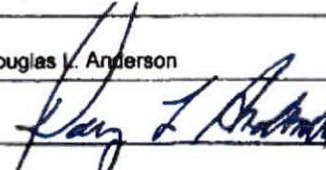
cc: A. Tyree



ROW VACATION REQUEST

Date of Request: July 21, 2025

Name of Requester: Douglas L. Anderson

Signature of Requester: 

Address of Requester: 11 North Water St., Ste. 22200, Mobile, AL 36602

P.O. Box 2287, Mobile, AL 36652-2287

Property to be Vacated: Please see attached letter and drawing

Reason for Vacation Request: Please see attached letter and drawing

NOTE: A review fee of \$75.00 (non-refundable), legal description, and property plat regarding the vacation must accompany this application.

OFFICE USE ONLY

To Mapping 07-24-2025 Received from Mapping _____

Letter Mailed _____

Approved _____ Approved, subject to conditions _____ Not approved _____



Date: 07/24/2025	Permit#: 2025 467
Account Number: 00-0000.000	

Connection Fees Invoice

Premise#: 0	
Premise Address:	
Lot #:	
Subdivision:	
	Premise Address 2:
	Type of Service:
	Size of Service:

Bill To:	BURR & FORMAN LLP	Telephone #:	000-0000
	420 N 20TH ST		
	BIRMINGHAM AL 35203	Paid By:	
Connection Fees:	\$	MAIN EXTENSION APPLICATION FEE	
	\$	PRINT COPIES	
	\$ 75.00	EASEMENT/ROW VACATE CHARGE	
	\$	RESIDENTIAL PLAN REVIEW FEE	
	\$	SUBDIVISION PLAN REVIEW FEE	
	\$	COMMERCIAL DEV PLAN REVIEW FEE	
	\$	RESUBMITTAL OF PLAN REVIEW FEE	
	\$	NON PREMISE - WASTEWATER REV APP	
	\$	RESIDENTIAL SUBD PLAN REVIEW FEE	
	\$		
	\$		
Total:	\$ 75.00		
Notes:			
ROW VACATE REQUEST FOR LOT 1 MULTIPLE STREETS ALBATROSSDR, BOBOLINK CARDINAL DR E , FLAMINGO DR, GOLDFINCH, HERON AND JAY DR			
		Route:	
		Seq:	
		Make:	

I hereby make application to Mobile Area Water & Sewer System for water and sewer capacity and connection to the premises indicated above and agree to pay in advance of installation the authority's charge for the requested water service connection for the property indicated above. I accept and agree to abide by the Rules and Regulations of the authority now or hereinafter in effect and agree to pay promptly all bills for water and services rendered thereto.

(Applicant's Signature)

(Authority Representative's Signature)



Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, Alabama 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 17, 2025

Daryl B. Russell, P.E.
Planning & Engineering Manager
Mobile Area Water & Sewer System
Post Office Box 180249
Mobile, Alabama 36618

Donnie Little
(Donnie.Little@comcast.com)
Comcast Cable
3248 Springhill Avenue
Mobile, Alabama 36607

Blake W. Jarrett
(BJARRETT@southernco.com)
Alabama Power Company
Post Office Box 2247
Mobile, Alabama 36652

Brad Sadler
(sc1153@att.com)
AT&T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Dorman Chapman
(Dorman.Chapman@spireenergy.com)
Right of Way Representative, Alabama
Spire
2951 Chestnut Street
Montgomery, Alabama 36107

Re: Vacation of Numerous Streets

Dear All:

I represent Airbus Americas, Inc. and the Mobile Airport Authority in their request to vacate streets located in the RV Taylor neighborhood. My clients desire to vacate all of the streets (as highlighted on the attached drawing) located within Lot 1 of the attached exhibit. Lot 1 was created via a subdivision approved by the Mobile Planning Commission on May 15 of this year.

Albatross Dr	Goldfinch Dr
Bobolink Dr	Heron Dr
Cardinal Dr E	Jay Dr
Flamingo Dr	

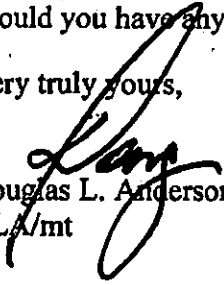
July 17, 2025
Page 2

The right of ways located in the remainder of the property owned by MAA are not subject to this vacation request.

Upon your review of the enclosed documents, we ask that your company consent to the subject vacation. Of course, we will be glad to except from the vacation any rights you have to maintain utilities on the subject property.

Thank you in advance for your assistance in this matter, and please do not hesitate to contact me should you have any questions, or need any additional information.

Very truly yours,


Douglas L. Anderson
DLA/mt

DETAIL SITE PLAN

The map illustrates a subdivision project. Key features include:

- Lot 1:** 40.35+ AC, outlined in yellow.
- Future Development:** 19.01+ AC, outlined in black.
- Roads:** Eagle Dr, Raven Dr, Albatross Dr, Cardinal Dr, US I-10, E Martine St, W Gulf Field Dr, E Gulf Field Dr, Goldfinch Dr, Flamingo Dr, and Juv Dr.
- Flood Zones:** Indicated by dashed lines and labeled "FLOOD ZONE X-SHADED".
- Easements:** Labeled "EASEMENT" along several road segments.
- Measurements:** Various boundary lengths are provided, such as 715.39' for Raven Dr, 657.76' for Ibis Dr, and 830.88' for W Gulf Field Dr.

APPLICATION NUMBER _____ 5 _____ DATE _____ May 15, 2025	 NTS
APPLICANT _____ MAA-ACDC SUBDIVISION	
REQUEST _____ Subdivision	



150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

July 17, 2025

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Airbus Americas, Inc. c/o Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

Re: Vacation of roads in the RV Taylor neighborhood Lot 1- Albatross Drive, Bobolink Drive, Cardinal Drive E, Flamingo Drive, Goldfinch Drive, Heron Drive, Jay Drive

Mr. Anderson,

You have requested consent by Alabama Power Company to the vacation of roads in the RV Taylor neighborhood Lot 1 in Mobile, AL depicted in the Detail Site Plan attached and made a part hereto.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

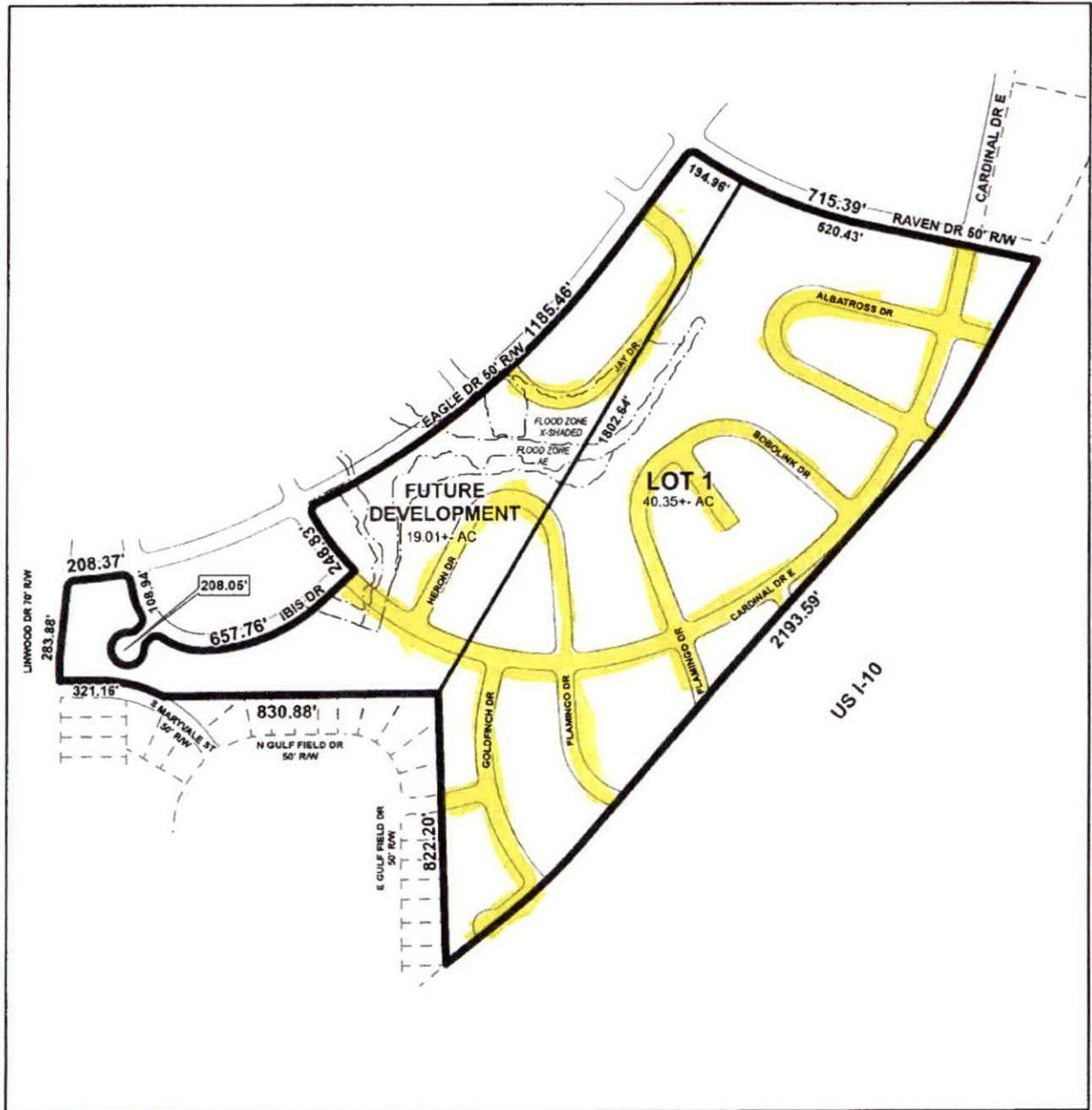
Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Detail Site Plan

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision



Gauthier, Lana

From: Anderson, Doug <danderson@burr.com>
Sent: Tuesday, September 30, 2025 2:51 PM
To: Gauthier, Lana
Subject: FW: Consent to Vacation of Right of Way

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the email from AT&T consenting to the vacation. I think that is it.
Doug



Douglas L. Anderson
Partner

danderson@burr.com
251-345-8209 (direct)



11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287 | Mobile 36652

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: SADLER, BRADLEY C <bs6868@att.com>
Sent: Tuesday, September 30, 2025 12:41 PM
To: Anderson, Doug <danderson@burr.com>
Subject: RE: Consent to Vacation of Right of Way

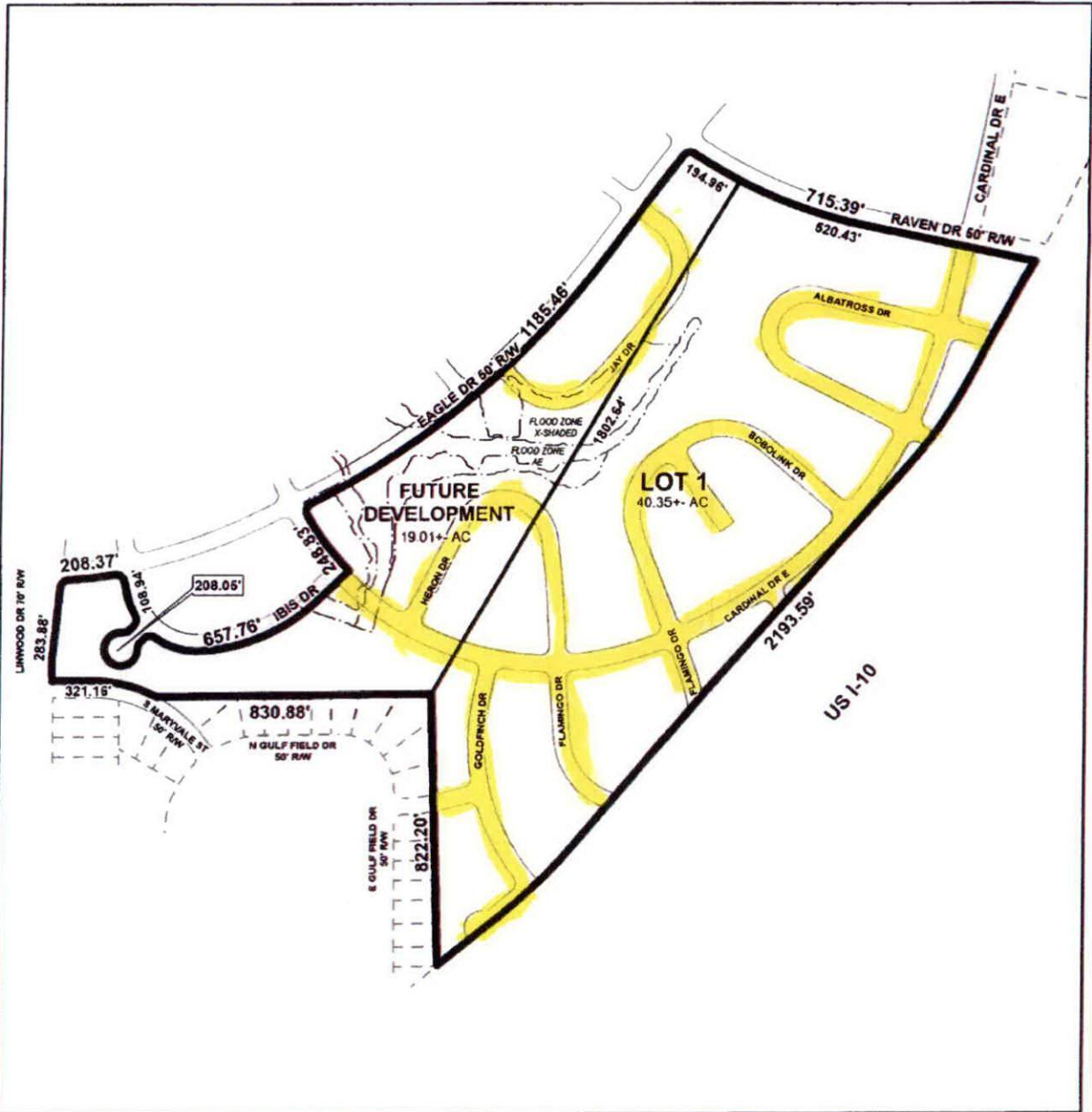
This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Doug, AT&T now consents to the requested right of way vacation. Please let me know if you need any additional information. Thanks

Brad Sadler
MGR OSP PLNG & ENGRG DESIGN
Technology Operations, AL Outside Plant Engineering

AT&T – Bellsouth Telecommunications, LLC
2155 Old Shell Rd, Mobile, AL, 36607
o 251.406.0123 | brad.sadler@att.com

DETAIL SITE PLAN



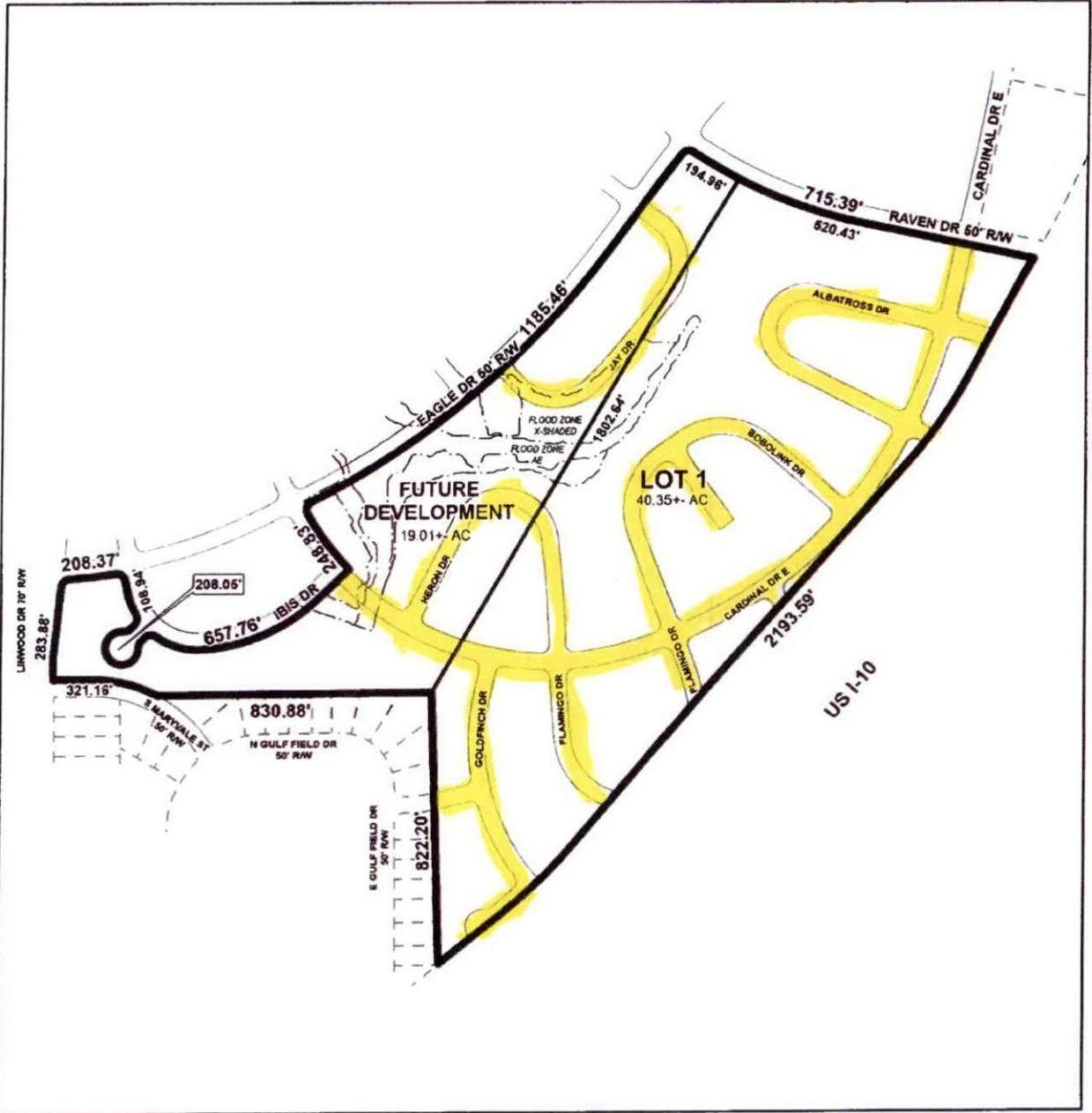
APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



NTS



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. REVISED fee calculation
2. UPDATED_Resolution_vacation fee_MAA ACDC

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

MAA-ACDC Subdivision- Corrected

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2025	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 12900246	\$ 1,840,800.00	278,220.00	\$1.56
Totals			\$1.56

Average

\$ 1.56

1.56/SF AVERAGE x 278,220 SF TO BE VACATED)= \$432,910.32 Real Estate Department Assessment.

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **47-1471** is hereby set at \$432,910.32.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc., for engine replacement for 2017 Rosenbauer fire pumper truck for MFRD

Amount of Contract:

\$64,050.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251117 EEP Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc., for engine replacement for 2017 Rosenbauer fire pumper truck for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$64,050.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6009

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 3

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4295</u>	2026	(1510) FIRE ADMINISTRATION	ENGINE REPLACEMENT FOR 2017 ROSENBAUER FIRE PUMPER TRUCK FOR MFRD (SEALED BID 6009)	\$64,050.00	(<u>294963</u>) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL,</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00004295-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

HORN LAKE, MS 38637
USA
Tel#205-685-8200

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/13/25	294963				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	ENGINE 20/ASSET 75140; Replacement of Existing Cummins L9 Engine in 2017 Rosenbauer Fire Pumper; VENDOR TO REPLACE EXISTING CUMMINS L9 ENGINE WITH A NEW COMPLETE DROP IN CUMMINS L9 ENNGINE. ADDITIONAL WORK TO BE DONE AS PER THE CITY OF MOBILE'S BID #6009. NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VENDOR IS TO PICKK UP THE TRUCK FROM TEH CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE ADDITIONAL WORK MUST BE APPROVED	1.00 EACH	64050.00000	64050.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004295-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 CASSANDRA.WILLIAMS@CITYOFMOBILE.ORG
--	--

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	IN WRITING PRIOR TO THE ADDITIONAL WORK BEING DONE. WORK DONE WITHOUT THE PRIOR APPROVAL WILL NOT BE PROCESSED FOR PAYMENT. AS PER CITY OF MOBILE BID #6009 AND YOUR QUOTE 1000.30.15.1510.1510.1510.0000.0000.45050.			64050.00

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

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

Requisition Link

Requisition Total 64050.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	64050.00	2707206.91
FIRE ADMINISTRATION EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	11/13/25	DONALD ROSE	Auto approved by: 9105paij

BID TAB FOR BID 6009

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2017 ROSENBAUER FIRE PUMPER

	Emergency Equipment Professional	Gulf Coast Truck & Equipment	Cummins Mid- South
PRICE	\$64,050.00	\$68,085.44	\$83,383.52
DELAY	60-90 Days	3.5 weeks	3 weeks

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

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: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/30/2025	6009	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M. THURSDAY, NOVEMBER 13, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2017 ROSENBAUER FIRE PUMPER Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop in Cummins Complete L9 Engine. Vendor to Replace <u>ALL</u> Components of the Electric Fuel Pump and Injection Pump. Vehicle is currently at City of Mobile Fire Department Training Center on Owens Street. To view Apparatus Contact Jason Brown at 251-288-7501. Vendor will need to Tow Pumper to Repair Shop. Vendor will pick truck up from City of Mobile Fire Department Training Center on Owen's Street. Vendor will deliver Apparatus under its own power back to the City. Vendor will follow Cummins break-in procedures and shall document the break in. City will have full access to Vendor's shop to view the Replacement process.					
			TOTAL			

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within ____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Business License Required (See Instruction #14). All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.. This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Mobile. No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid. Time to Complete Replacement _____ Price to perform _____ Replace as per Bid Specifications <u>CONE OF SILENCE</u>. 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. THE ABOVE TO BE AWARDED ALL OR NONE.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Engine 20 (E20)
2017 Rosenbauer Warrior Pumper Apparatus
Asset: 75140
Engine: Cummins L9
Transmission: Allison

VIN 54F2CB501HWM11729

- 1, New complete drop-in Cummins engine assembly L9 (**remanufactured or rebuilt not acceptable**) Requesting 5-year warranty
2. Coolant system flush and refill with OAT coolant
3. Replace radiator hoses and 5/8" coolant hoses that come off the engine to heater valves and DEF header
4. Must be able to program ECM to factory specs at no additional charge
5. New oil, oil filter, fuel filters, air filter and coolant
6. Replace DPF filter with new filter (**cleaned / baked filter not acceptable**)
7. Vendor to have pump test run by a third party certified EVT (F-3)' Truck must pass pump test after engine installation and a copy of the pump test provided to MFRD
8. Vendor is responsible to pick the unit up from the MFRD training center and return the truck under its own Power to MFRD
9. Replace DEF fluid filter with new filter
10. Replace all engine belts
11. Replace motor mounts
12. vendor shall provide comprehensive / component(s) warranty documentation with their bid



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 Cooper Navion LED street light luminaires for Traffic Engineering.

Amount of Contract:

\$147,365.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251117 Graybar2 Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 Cooper Navion LED street
light luminaires for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$147,365.50

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4026</u>	2026	(2060) TRAFFIC ENGINEERING	150 COOPER NAVION LED STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$147,365.50	(75199) <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004026-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2000989983 AND THE MASTER AGREEMENT OMNIA PARTNERS EV2370 COOPER LTG GROUP 100.00 965.88000 96588.00 NVN-SA4C-740-U-T3- AP-20K LED AREA EACH FIXT 4000K 120/277 GRY SRG PROT Vendor Item
-----	--

1	1000.40.20.3005.2060.3005.0000.0000.44020.	96588.00
---	--	----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	COOPER LTG GROUP 50.00 1015.55000 50777.50 NVN-SA4C-740-8-T3- AP-20K LED AREA EACH FIXT 4000K 480V GRY W/SRG PROT Vendor Item
-----	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004026-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020.			50777.50

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	147365.50
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	147365.50	537885.21
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	11/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	11/14/25	SANDRA LEWIS	
Approved	11/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	11/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	11/14/25	ANNE FOLEY	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00004026-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
GRAYBAR ELECTRIC CO INC
4359 HALLS MILL RD

Ship To
ELECTRICAL
854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
DLOVE

Tel#251-706-5605
Fax 251-666-6293

Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/06/25	075199				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/14/25 JOHN PAINE			
		Auto approved by: 910518227		

Authorized By: _____ Date: _____
Signature

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



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

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector

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

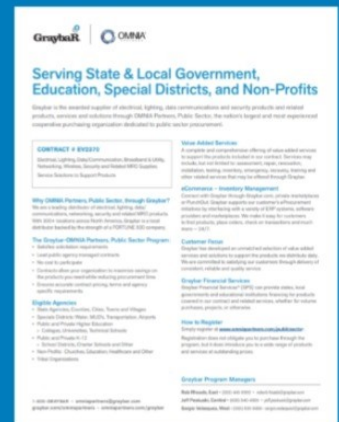
OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION

CONTACT US



Graybar Contract Documentation

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

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)



INDUSTRIES

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

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. 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 Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****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.**

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

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 601 CASES WINCHESTER 9MM TRAINING AND DUTY AMMUNITION FOR MPD (AL STATE CONTRACT)
2. Precision Delta Corp

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

Requisition Header		Fiscal Yr: 2026	RQ#: 00003552
		Type: Normal	RQ Date: 10/27/2025
Department Code	1530	POLICE ADMIN SERVICES	
RQ Description	WINCHESTER 9MM 124 GRAIN/RANGE		
Vendor	293984	PRECISION DELTA CORP	
Buyer ID	910520704	SAMANTHA COOLEY	
Needed By Date			
General Commodity			
Ship To Address	412	POLICE PISTOL RANGE	
Deliver To	412	POLICE PISTOL RANGE	
Shipping Method			
Bill To Address	100	ACCOUNTS PAYABLE	
Allocation Code	00000000		
Special Handling	None		
Current Status	Approved		
Total RQ Amount	\$40662.09		
General Notes			
Print:Y			

Line Item Details

AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN
FMJ, (TRAINING) (USA9MM)
500 RNDZ PER CASE

Department: 1530 1099 Box: Capital Asset:Y Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	40662.09	U

Requisition Header

RQ#: 00003553

RQ Date: 10/27/2025

POLICE ADMIN SERVICES

RQ Description	9MM LUGER, 115 GRAIN, FMJ/USA9MMVP
----------------	------------------------------------

Vendor 293984

PRECISION DELTA CORP

Buyer ID 910520704

SAMANTHA COOLEY

Needed By Date

General Commodity

Ship To Address 412

POLICE PISTOL RANGE

Deliver To 412

POLICE PISTOL RANGE

Shipping Method

Bill To Address 100

ACCOUNTS PAYABLE

Allocation Code 00000000

Special Handling None

Current Status Approved

Total RQ Amount	\$40527.00
-----------------	------------

General Notes

Print:Y

AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361

Line Item Details

Line 001 Commodity: 68004

Qty:	150.00	UOM: CASE	Unit Price:	270.18000
------	--------	-----------	-------------	-----------

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	40527.00

AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN
FMJ (TRAINING) NO RELOADS, 1000
ROUNDS/CASE, NO SUBSTITUTE.
ITEM USA9MMVP

Department: 1530 1099 Box: Capital Asset:Y Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	40527.00	U

```

Requisition Header
Fiscal Yr: 2026
RQ#: 00003554
Type: Normal
RQ Date: 10/27/2025
Department Code 1530 POLICE ADMIN SERVICES
RQ Description 9MM LUGER, 147 GRAIN (RA9T)/RANGE
Vendor 293984 PRECISION DELTA CORP
Buyer ID 910520704 SAMANTHA COOLEY
Needed By Date
General Commodity
Ship To Address 412 POLICE PISTOL RANGE
Deliver To 412 POLICE PISTOL RANGE
Shipping Method
Bill To Address 100 ACCOUNTS PAYABLE
Allocation Code 00000000
Special Handling None
Current Status Approved
Total RQ Amount $27988.50
General Notes
Print:Y

```

Line Item Details

AMMUNITION/WINCHESTER, 9MM LUGER, 147
GRAIN, T-SERIES (DUTY) (RA9T)
500/CASE

Department: 1530 1099 Box: Capital Asset:Y Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Account	Description	%	Allocated Amt	Bud
10041542-47020	EQUIPMENT (LESS	100.000	27988.50	U

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
3552, 3553, 3554	2026	1530	601 CASES WINCHESTER 9MM TRAINING AND DUTY AMMUNITION FOR MPD (AL STATE CONTRACT)	\$109,177.59	(293984) PRECISION DELTA CORP

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. in the amount of \$100,000.00 for workforce development in Mobile County, Alabama. (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.)

Amount of Contract:

\$100,000.00

Funding Source

City's general fund operating account (formerly the unassigned fund balance)

ATTACHMENTS:

1. Resolution - South Alabama Home Building Academy
2. Confirmation of Available Funds

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc. in the amount of \$100,000.00 for use in providing free trade skills training for workforce development in Mobile County, Alabama as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

City Clerk



November 20, 2025

Honorable Spiro Cheriogotis
Mayor
City of Mobile

Dear Mayor Cheriogotis:

I am writing to advise you that the Finance Department has reviewed the proposed performance contract with the Advisory Counsel for the South Alabama Home Building Academy, Inc., and confirmed the availability of funds for this contract in the amount of \$100,000.00. The funds will come from the City's general fund operating account (formerly the unassigned fund balance) and will be paid to the South Alabama Home Building Academy, Inc. for workforce development in Mobile County, Alabama.

Upon your approval to proceed, the Finance Department will ensure that all financial requirements related to the contract are properly administered.

Please let me know if you require any additional information or documentation.

Respectfully,

A handwritten signature in black ink, appearing to read 'Donna G. Bryars', with a long horizontal flourish extending to the right.

Donna G. Bryars
Interim Executive Director of Finance
City of Mobile



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Laurie Williams, Office Manager

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

COM Contract for Medical Gloves

Amount of Contract:

\$3,000,000.00

Funding Source

Various Departments

ATTACHMENTS:

1. 20251124 Gloves Agenda Package Bids

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 Nov 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for nitrile gloves.

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Boundtree Medical LLC for nitrile gloves. Price good for one-year, renewable without further approval by Council for two additional one-year periods .
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 6007

How many bidders received bid packages (if applicable): 16 +Internet

How many bidders submitted bids (if applicable): 13

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

Two lower priced bids did not meet specifications.

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>6007</u>	Nitrile gloves	4	See bid tab	One year, renewable for two additional one-year periods.	<u>(25406) Bound Tree Medical LLC.</u>

Adopted:

City Clerk

BID TABULATION

CITY OF MOBILE
EQUIPMENT MEDICAL - GLOVES
VARIOUS

BID NO : 6007

ITEM NUMBER:

	17386		17387		17388		17389	
VENDOR	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: XL, PART #LSE-104-XL	NOTES	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: L, PART #LSE-104-L	NOTES2	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: MED, PART #LSE-104-M	NOTES3	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: SMALL, PART #LSE-104-S	NOTES4
BOUND TREE	\$175.00		\$175.00		\$175.00		\$175.00	
DIXIE EMS SUPPLY	\$222.00		\$222.00		\$222.00		\$222.00	
LIVEWELL MEDICAL SUPPLY	\$261.87		\$261.87		\$261.87		\$261.87	
MCKESSON MEDICAL	\$211.11		\$211.11		\$211.11		\$211.11	
MEDGLUV INC	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED	\$89.00	NITRAGRIP/DISQUALIFIED NO SUBS ACCEPTED
MEDICAL SUPPLIES DEPOT	\$199.95		\$199.95		\$199.95		\$199.95	
PACIFIC STAR CORP	\$270.10		\$270.10		\$270.10		\$270.10	
RCS HEALTHCARE	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED	\$46.75	KURAGUARD/DISQUALIFIED NO SUBS ACCEPTED
MINIWINING USA	\$399.50		\$399.50		\$399.50		\$399.50	
RITZ	\$245.20		\$245.20		\$245.20		\$245.20	
SAFETY PRODUCTS, INC	\$265.28		\$265.28		\$265.28		\$265.28	
SUPREME MEDICAL	\$265.72		\$265.72		\$265.72		\$265.72	
UNIPAK CORP	\$199.00		\$199.00		\$199.00		\$199.00	

NO BID:
HENRY SCHEIN
LADD SUPPLY
SUNBELT FIRE

BID WINNER: BOUND TREE

SEALED BID

CITY OF MOBILE

BID SHEET

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

This is Not an Order

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

Typed by: lw Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/28/2025	6007	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, November 14, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	EQUIPMENT MEDICAL-GLOVES					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: XL, PART #LSE-104-XL, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: L, PART #LSE-104-L, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: MED, PART #LSE-104-M, NO SUBS. Make _____ Case Price: _____					
Appx 1-200	GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: SMALL, PART #LSE-104-S, NO SUBS. Make _____ Case Price: _____					
QUANTITIES LISTED ARE APPROXIMATIONS.						
Page 1 of 3			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 296 of 859

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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 (1) 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 up to three (3) additional one (1) year periods. 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. 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. TO BE AWARDED ALL OR NONE.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

C#5598

PROJECT NAME: HARMON RECREATION CENTER - RE-ROOFING

CAPITAL PROJECT #: C0867 (20002000-48010)

CONTRACT AMOUNT: \$254,720.00 DATE OF
RECEIPT: 11/20/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-057-23

PROJECT DESCRIPTION: Re-roofing of Harmon Recreation
Center

VENDOR NAME: MID-WESTERN COMMERCIAL ROOFERS,
INC

VENDOR NUMBER: 296248

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X 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: Emma Dean – Office Assistant II Date: 11/06/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Samantha Ingram

Purpose and Scope of Project:

Re-roofing of Harmon Recreation Center

Amount of Contract:

\$254,720.00

Funding Source

C0867 HARMON REC CENTER RE-ROOFING (20002000-48010)

ATTACHMENTS:

1. CAP-00001 - MID-WESTERN COMMERCIAL ROOFERS INCConstructionCAP - 00001 - - Executed Contract

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

2025

Sponsored by:

Mayor Spiro N. Cheriogotis and Councilmember Samantha Ingram

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

Name of Company: MID-WESTERN COMMERCIAL ROOFERS, INC
Project Name: HARMON RECREATION CENTER - RE-ROOFING
Project Number: PR-057-23
Amount: \$254,720.00
Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HARMON RECREATION CENTER - RE-ROOFING

CAPITAL PROJECT #: C0867 (20002000-48010)

CONTRACT AMOUNT: \$254,720.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-057-23

PROJECT DESCRIPTION: Re-roofing of Harmon Recreation Center

VENDOR NAME: MID-WESTERN COMMERCIAL ROOFERS, INC

VENDOR NUMBER: 296248

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X 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: Emma Dean – Office Assistant II Date: 11/06/2025



10.08.2025

09:30AM

Dear Council Members:

Attached to this memo is an agreement between the MID-WESTERN COMMERCIAL ROOFERS INC and the City of Mobile, for the project titled "Harmon Recreation Center - Re-Roofing" in the amount of \$254,720.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer

Architectural Engineering

2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	



Outlook

A25-0806 / Harmon Recreation Center Re-roofing

From Horsley, Bryan <bryan.horsley@cityofmobile.org>

Date Tue 10/7/2025 1:48 PM

To Dean, Emma <emma.dean@cityofmobile.org>

Cc Monteiro, Cherlina <cherlina@cityofmobile.org>

I am forwarding the Legal Department's review approval of this contract. I will now mark this legal request "Complete" on Monday.com.

On future bids, I'll make sure that we have our most recent contract template included in the bid. Thank you and just let me know if you have any questions.



Bryan K. Horsley

Assistant City Attorney, Civil Division

City of Mobile Legal Department

P. O. Box 1827

Mobile, AL 36633-1827

251-208-7718 - direct line

251-208-7322 - fax

bryan.horsley@cityofmobile.org

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.



**MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

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

And the Contractor: **Mid-Western Commercial Roofers, Inc.**
7430 Hitt Road
Mobile, AL 36695

City Business License No.: 7160
Secretary of State No.: 000-883-680

For the following Project: **Harmon Recreation Center - Re-Roofing**
1611 Belfast Street
Mobile, Alabama 36605

Project Number: PR-057-23

The Architect: **Architectural Engineering Department**
P.O. Box 1827
Mobile, Alabama 36633-182702

Roof Asset Management, INC.
4950 Woodfield Drive
Millbrook, AL 36054



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and Mid-Western Commercial Roofers, Inc. (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at 7430 Hitt Road Mobile, AL 36695.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits

Exhibit A: Scope Of Services

Exhibit B: Project Schedule

Exhibit C: Schedule of Values

Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan

Exhibit E: Performance, Labor and Material Bonds

Exhibit F: Certificate of Liability Insurance [Required]

Exhibit G: E-Verify Documents [Required]

Exhibit H: Secretary of State

Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a bid package identification on; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Harmon Recreation Center - Re-Roofing (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	<u>\$229,720.00</u>
Contingency Allowance:	<u>\$25,000.00</u>
Total Bid:	<u>\$254,720.00</u>
Alternate:	N/A
 Total Contract Sum:	 <u>\$254,720.00</u>

Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck). Include the	SF	\$6.00

removal and replacement of 1,500 square feet of metal deck In the Base Bid.		
Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.	SF	\$4.50
Unit Price #3: Remove and replace one (1) square foot of sodden or otherwise unsuitable 2-1/2" thick tectum decking (Roof Areas B, C, & D). Include the removal and replacement of 200 square feet of unsuitable tectum decking in the Base Bid.	SF	\$15.00
Unit Price #4: Remove and replace one (1) square foot of wet insulation and/or roofing components identified by the infrared moisture scan provided in the project specifications. Include 2,400 square feet of wet material replacement in the Base Bid.} (Roof Area A- 500 SF / Roof Area B – 500 SF / Roof Area C - 100 SF / Roof Area D - 1.300 SF)	SF	\$4.00

B. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
 3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
 4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.
- D.** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.
- E.** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- F.** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of

values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
 - iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
- b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
 - iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
- c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

- a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

- ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
 - a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
 - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - i. Contractor's Release or Waiver of Liens
 - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Mid-Western Commercial Roofers, Inc. has completed the contract for Harmon Recreation Center - Re-Roofing. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- B. Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 each employee |
| Bodily Injury by Disease | \$1,000,000 each policy |
- C. United States Longshoreman's Harbor Worker's Act.
- D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | |
|------------------|-------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
|------------------|-------------------------|

- | | |
|---|-----------------------------------|
| | \$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence; or |
| 3. Bodily Injury and
Property Damage | \$1,000,000 combined single limit |

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Cities of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|---|-----------------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| 2. Property damage | \$1,000,000 each occurrence; or, |
| 3. Bodily Injury and
Property damage | \$1,000,000 combined single limit |

H. Umbrella/Excess Liability:

	\$2,000,000 combined single limit
	each occurrence for bodily injury and/or property damage

- I. Builder's Risk Coverage (Property Insurance):** The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

- L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- M. "In Rem" endorsement.
- N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

- O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

- E.** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than Ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

- A.** Standard Form of Agreement Between City and Contractor;
- B.** General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- C.** Drawings
See Exhibit "I", List of Drawings and Specifications
- D.** Specifications
See Exhibit "I", List of Drawings and Specifications
- E.** Addenda, if any:

Number
Addendum 1

Date
August 22, 2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:
N/A

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- | | |
|------------------|---|
| a. Section 00100 | Invitation to Bid |
| b. Section 00200 | Instructions to Bidders-AIA Document A701-2018 |
| c. Section 00300 | Supplementary Instructions to Bidders |
| d. Section 00400 | Bid Form
Accounting of Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. Section 00500 | Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum |
| f. Section 00600 | Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form |
| g. Section 00700 | General Conditions of the Contract for Construction-Documents A201 |

XI. LIQUIDATED DAMAGES

- A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the

liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$250 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XII. FORCE MAJEURE

- A.** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

- A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D.** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

- A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply
- B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent

CONTRACTOR:

Mid-Western Commercial Roofers, Inc.
c/o Daniel W. Smith, VP
Contractor's Authorized Agent

P.O Box 1827
Mobile, AL 36633-1827

7430 Hitt Road
Mobile, AL 36695

CITY OF MOBILE – LEGAL:

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

- C. Any change in the City’s Department Head or the Contractor’s Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N.** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O.** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q.** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision

of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

- R. Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: [Signature]

Daniel W. Smith, Vice President
Printed Name and Title

Date: 11.7.2025

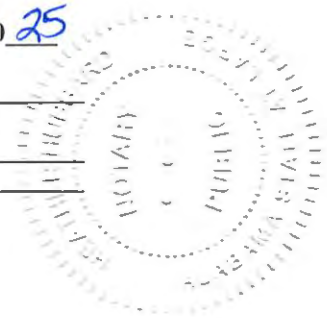
State of Al }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Daniel W. Smith whose name as Vice President of the Mid-Western Commercial Roofers, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 7th day of November, 20 25

[Signature]
Notary Public
Print Hester Hubbard
My commission expires: 8.6.2029

(Seal)



CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk



HARMON RECREATION CENTER
RE-ROOFING

EXHIBIT A

The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center.



MID-WESTERN

COMMERCIAL ROOFERS, INC.

7430 HITT ROAD | MOBILE, AL 36695
(251) 633-7004 | FAX (251) 633-7555

204 RESERVE DRIVE | CLINTON, MS 39060
(601) 925-1773 PH. & FAX | CELL (601) 260-0129

2235 IRVIN COBB DRIVE | PADUCAH, KY 42003
(270) 443-6295 | FAX (270) 442-5302

September 30, 2025

City of Mobile
205 Government St
Mobile, AL 36633

RE: Harmon Recreation Center Construction Schedule

Week 1- Mobilize, set up safety, start installing roof system in area coordinated with the owner.

Week 2- Continue installing roof system, edge flashing and installing detail work

Week 3-Finish edge flashing, detail work, install safety rails and clean up jobsite for departure.

Sincerely,
Marcus W. Dobert
Mid-Western Commercial Roofers, Inc.
Phone: (251) 633-7004
Fax: (251) 633-7555
Email: mdobert@midwesternroofers.com



Serving your needs as a full service roofer since 1973

WWW.MIDWESTERNROOFERS.COM

Page 333 of 859



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **“DBEs”**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **“Good Faith” Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Mid-Western Commercial Roofers, Inc.
Address	Type text here 7430 Hitt Road Mobile, AL 36695
Telephone	251-633-7004
E-Mail	mdobert@midwesternroofers.com

RFP/RFQ Solicitation Number	PR-057-023
Project Description	Harmon Recreation Center-Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☒ SDVO ☐ Total number of Employees <u>16</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Daniel W. Smith

Signature:  Date: 9/2/2025

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Marcus Dobert Title: VP of Operations

Email: mdobert@midwesternroofers.com Phone: 251-633-7004



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Mid-Western Commercial Roofers, Inc. Your Bid/Proposal Amount \$ 254,720.00 Date: 9/2/2025
Description Roofing Name of Bidder/Proposer: Mid-Western Commercial Roofers, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Amrize Building Enevelope, LLC	989-753-6486	PVC Roofing Material	\$116,700	45%	No	
A&M Portables	251-679-0933	Portable Toilets	\$450.00	.002%	Yes	
Circle J Roll-Offs	251-661-0001	Waste Removal	\$900.00	.004%	No	



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Mid-Western Commercial Roofers, Inc.

Contact Person: Marcus Dohert Phone: 251-633-7004 Email: mdohert@midwesternroofers.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		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.
X		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.
X		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. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		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.
X		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email 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.

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ 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. It would be helpful if the city's DBE list had a category list to help search for the proper sub-contractor needed for a project. We use our own labor force for our projects and the manufacturer that are in the spec book are not DBE which consists of the majority of the cost for the project.

Exhibit E: Performance, Labor and Material Bonds

Bond No. 101281626

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Harmon Recreation Center - Re-Roofing (PR-057-23) 1611 Belfast Street Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Daniel Smith, Vice President

By: _____

(Signature)

Name and Title: Kelly A. Menard, 3000728633
Attorney in Fact

Non Resident Agent: _____

(Signature)

Name and Title: Kelly A. Menard, 3000728633

Company Name: Arthur J. Gallagher Risk Management Services, LLC

Address: 900 E. St. Mary Blvd., Ste. 112

Lafayette, LA 70503

Phone and Fax: 337-289-5000

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Kelly A Menard; Linda B Carbo; Marian D Laughlin; R.E. Pool; Samoa A Prejean; William Terrance Gage Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

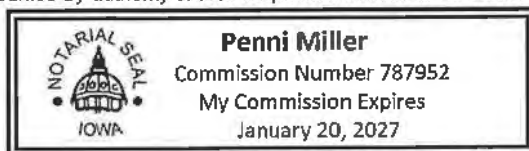
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Elisabeth Sandersfeld

Secretary

Bond No. 101281626
LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695, as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Fifty Four Thousand Seven Hundred Twenty and 00/100 (\$254,720.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Harmon Recreation Center - Re-Roofing (PR-057-23) 1611 Belfast Street Mobile, Alabama 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Kelly A. Menard **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title:

Daniel Smith, Vice President

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title: Kelly A. Menard, 3000728633
Attorney in Fact

Non Resident Agent:

[Signature]
(Signature)

Name and Title: Kelly A. Menard, 3000728633

Company Name: Arthur J. Gallagher Risk Management Services, LLC

Address: 900 E. St. Mary Blvd, Ste. 112

Lafayette, LA 70503

Phone and Fax: 337-289-5000

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Kelly A Menard; Linda B Carbo; Marian D Laughlin; R.E. Pool; Samoa A Prejean; William Terrance Gage Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

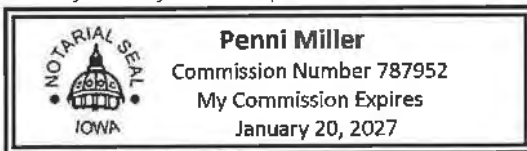
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.



Elisabeth Sandersfeld

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 900 E St. Mary Blvd Suite 112 Lafayette LA 70503		CONTACT NAME: Kari Sonnier PHONE (A/C, No, Ext): 337-289-5032 E-MAIL ADDRESS: kari_sonnier@ajg.com FAX (A/C, No): 337-235-7772	
INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695		MID-COM-06	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Continental Insurance Company	
		INSURER C: Transguard Insurance Company of America	
		INSURER D: American Zurich Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 241872389

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7014771771	5/1/2025	5/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7014771754	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7014877377	5/1/2025	5/1/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Agg-Products-Complete \$3,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	714771768	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Equipment			IMP4000940 02	5/1/2025	5/1/2026	Limit \$350,000
D	Builders Risk			BR78242827	9/23/2025	6/23/2026	Builders Risk Limit \$254,720

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

Harmon Recreation Center - Re-Roofing - Project Number: PR-057-23

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

General Liability Includes Contractor's Blanket Additional Insured Endorsement with Products Completed Operations Coverage. Contractors General Liability See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Extension Endorsement (GLEE) includes Per Project Aggregate, Blanket Waiver of Subrogation, Primary and Non-Contributory, Wrap Up Extension, Incidental Healthcare Malpractice, Non-owned Watercraft Coverage (under 55 feet).

Worker Compensation includes Waiver of Subrogation.

Umbrella policy is over General Liability, Auto Liability, and Workers Compensation/Employers Liability policies. Umbrella Policy is Follow Form.

Policies include Primary and Non Contributory endorsement and 30 Days Notice of Cancellation.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MID-WESTERN COMMERCIAL ROOFERS INC.

Policy No: 7014771771

Endorsement No: 4

Effective Date: 05/01/2025



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MID-WESTERN COMMERCIAL ROOFERS INC.

Policy No: 7014771771

Endorsement No: 4

Effective Date: 05/01/2025

Commercial General Liability Coverage Part

- a. To join us as a party or otherwise bring us into a **suit** asking for **damages** from an **Insured**; or
- b. To sue us on this **Coverage Part** unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for **damages** that are not payable under the terms of this **Coverage Part** or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a loss we cover under Coverages **A** or **B** of this **Coverage Part**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**.

(b) Any other primary insurance available to you covering liability for **damages** arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional **Insured**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the **Insured** against any **suit** if any other insurer has a duty to defend the **Insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-**Insured** amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Coverage Part**.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

Commercial General Liability Coverage Part

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this **Coverage Part** in accordance with our rules and rates.
- b. Premium shown in this **Coverage Part** as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the **First Named Insured**.
- c. The **First Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Coverage Part** to the **First Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- b. Separately to each **Insured** against whom claim is made or **suit** is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Part**, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **suit** or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this **Coverage Part**, we will mail or deliver to the **First Named Insured** shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7014771754

Policy Effective Date: 05/01/2025

Policy Page: 60 of 70



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MID-WESTERN COMMERCIAL ROOFERS INC.

Endorsement Effective Date: 05/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 7014771754

Policy Effective Date: 05/01/2025

Policy Page: 36 of 70



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 10; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 714771768

Policy Effective Date: 05/01/2025

Policy Page: 82 of 133



Company ID Number: 2152954

Approved by:

Employer Mid-Western Commercial Roofers, Inc.	
Name (Please Type or Print) Heather Hubbard	Title
Signature Electronically Signed	Date 05/18/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/18/2023



Company ID Number: 2152954

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Mid-Western Commercial Roofers, Inc.
Company Facility Address	7430 HITT RD MOBILE, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	610936572
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Exhibit H: Secretary of State

Alabama Secretary of State



Mid-Western Commercial Roofers, Inc.	
Entity ID Number	000-883-680
Entity Type	Foreign Corporation
Principal Address	2235 IRVIN COBB DRIVE PADUCAH, KY 42001
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kentucky
Formation Date	
Qualify Date	05/05/1983
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
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 2024
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Purchase Document Copies	

Mid-Western Commercial Roofers, Inc.	
Document Date / Type / Pages	05/05/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

[Browse Results](#)
[New Search](#)



PROJECT MANUAL

FOR

HARMON RECREATION CENTER
(RE-ROOFING)
1611 Belfast Street
Mobile, Alabama 36605

Project # PR-057-23

August 11, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

In Association With
Roof Asset Management, Inc.

Bid Date: September 3, 2025

Set Number: _____

INDEX TO DOCUMENTS

SECTION	DOCUMENT NAME
---------	---------------

DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS
------------	-----------------------------------

Section 001000	Invitation to Bid
Section 002000	Instructions to Bidders – AIA Documents A701
Section 003000	Supplementary Instructions to Bidders
Section 004100	Bid Form Sales Tax Form C-3A Special Project Conditions Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 005000	Standard form of Agreement Between Owner and Contractor – AIA Documents A101 (with Owner's modifications)
Section 006000	Bonds, Certificates and Affidavits Performance Bond (Owner's modified form) Labor and Material Payment Bond (Owner's modified form) Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report Certificate of Substantial Completion – AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706 Contractor's Affidavit of Release of Liens – AIA document G706A Consent of Surety to Final Payment – AIA Document G707 Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form E-Verify Documentation (Sample)
Section 007000	General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1	GENERAL REQUIREMENTS
------------	----------------------

Section 010100	Summary of Work
Section 012100	Allowances
Section 012200	Unit Prices
Section 013100	Project Management & Co-Ordination
Section 013200	Construction Progress Documentation
Section 013300	Submittal Procedures
Section 016350	Substitution Procedures
Section 017000	Execution Requirements
Section 017100	Close out Procedures
Section 017310	Cutting and Patching
Section 017839	Project Record Documents

DIVISIONS 2 – 4 (NOT APPLICABLE)

DIVISION 5 METALS

Section 055133	Metal Ladders Scope of Work
Section 055133	Metal Ladders Specification

DIVISION 6 WOOD AND PLASTIC

Section 061000	Rough Carpentry
----------------	-----------------

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 071900	Water Repellents Scope of Work
Section 071900	Water Repellents Specification
Section 075419	Polyvinyl-Chloride (PVC) Roofing Scope of Work
Section 075419	Polyvinyl-Chloride (PVC) Roofing Specification
Section 076200	Flashing and Sheet Metal
Section 077233	Roof Hatches Scope of Work
Section 077233	Roof Hatches Specification
Section 079200	Joint Sealants

DIVISION 8 (NOT APPLICABLE)

DIVISION 9 FINISHES

Section 099000	Elastomeric Acrylic Coating Scope of Work
Section 099000	Elastomeric Acrylic Coating Specification
Section 099100	Painting

DIVISIONS 10 - 21 (NOT APPLICABLE)

DIVISION 22 PLUMBING

Section 022000	Plumbing Scope of Work
Section 022000	Plumbing Specification

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: Harmon Recreation Center (Re-roofing)
PROJECT LOCATION: 1611 Belfast Street, Mobile, Alabama 36605
PROJECT NUMBER: PR-057-23

1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of September 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <https://www.cityofmobile.org/bids/>
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. **Addenda will be issued via e-mail to all Pre-Bid Conference attendees.**
- D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
- E. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

3 BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
- D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

- A. A mandatory Pre-Bid Conference shall be held on August 19, 2025, **at the Harmon Recreation Center, 1611 Belfast Street, Mobile, Alabama 36605**, at 10:00 AM local time. The conference will include a walkthrough of the site location. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.
- B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

- B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR HARMON RECREATION CENTER (RE-ROOFING) - PROJECT NUMBER: PR-057-23**".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, SEPTEMBER 3, 2025.**
- F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- E. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

END OF SECTION 00100

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Harmon Recreation Center – Re-Roofing »
«1611 Belfast Street »
«Mobile, AL 36605 »
«Project Number: PR-057-23 »

THE OWNER:

(Name, legal status, address, and other information)

«City of Mobile »« »
«PO Box 1827 »
«Mobile, Alabama 36633-1827 »
« »

THE ENGINEER:

(Name, legal status, address, and other information)

«RAM (Roof Asset Management, Inc.)»
«4950 Woodfield Drive »
«Millbrook, AL 36054 »

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | DEFINITIONS |
| 2 | BIDDER'S REPRESENTATIONS |
| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |
| 9 | NONDISCRIMINATION |
| 10 | USE OF DOMESTIC PRODUCTS |
| 11 | PREFERENCE TO RESIDENT CONTRACTORS |
| 12 | PRE-BID REQUIREMENTS |
| 13 | POST-BID REQUIREMENTS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

- a. Is neither organized nor existing under the laws of the State of Alabama
- b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form. Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit

and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents: *(Insert the form and amount of bid security.)*

«The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".»

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

- .1 A Signed Construction Contract;
- .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
- .3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
- .4 Schedule of Values; and
- .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will 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.

FOR
BID

SECTION 00300
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to David Lee at dlee@roof-asset.com and Roger Washington at roger.washington@cityofmobile.org. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a

sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words " SEALED BID FOR HARMON RECREATION CENTER – RE-ROOFING - PROJECT NUMBER: PR-057-23", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
 - (1). Performance Bond and Labor and Material Payment Bond (originals);
 - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
 - (3). Evidence of enrollment in the E-Verify program.
 - (4). Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, 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.

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

- A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

- A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed.
- B. Harmon Recreation Center will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the recreation center as approved by the Owner, but typically **Monday through Sunday (7 days each week) from dawn to dusk**. Contractor is directed to coordinate all areas of work and scheduling with the Owner. Materials for construction shall be delivered to the rooftop from the south end of the building, using lifts, cranes, or some other method of the Contractor's choosing. Workers may access the roof from an exterior stair at this location, leading to a Mechanical Room in which a roof scuttle can be found.
- D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

- D. Contractor's employees may park along the curb on Ghent or Antwerp Streets, or in the parking lot on Antwerp Street. The Contractor's employees may not use toilet facilities within the recreation center, but must provide temporary sanitary facilities during construction. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov.

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

- A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract Harmon Recreation Center – Re-Roofing – PR-057-23, Mobile, Alabama 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

- C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a two-year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

- A. A time charge equal to Two Hundred Fifty Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

Harmon Recreation Center (Re-roofing)
Mobile, AL 36605
PR-057-23

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-057-23
PROJECT NAME: Harmon Recreation Center (Re-roofing)
PROJECT LOCATION: 1611 Belfast Street
Mobile, Alabama, 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and RAM (Roof Asset Management, Inc.) dated August 11, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE:** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: \$.00

Contingency Allowance: + \$ 25,000.00

Total Base Bid: \$.00

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$.00)
(Amount in Words) (Amount in Figures)

(Note: Show amounts in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

UNIT PRICES: (Unit prices provided will be used to add or deduct to / from the contract based on replacement amounts.)

- **Unit Price #1:** (Deteriorated Wood Blocking) – The contractor shall replace existing deteriorated wood blocking materials with new wood blocking. New wood blocking shall consist of No. 2 pressure treated timbers of equal size and thickness to match the deteriorated materials and installed in lengths of no more than 10'. **(The contractor shall include 500 board feet of deteriorated wood blocking replacement in the Base Bid.)**

\$ _____ BF

- **Unit Price #2:** (Deteriorated Steel Decking) – The contractor shall replace existing deteriorated steel decking with new steel decking. New decking shall consist of 22 gauge steel to match the profile of the deteriorated materials. All new steel decking shall be attached per industry standards and local codes. **(The contractor shall include 1,500 square feet of deteriorated steel decking replacement in the Base Bid.)**

\$ _____ SF

- **Unit Price #3:** (Wet Material Replacement) – The contractor shall replace all existing wet insulation and/or roofing components identified by the infrared moisture scan performed by the Owner's Roof Consultant prior to the beginning of any work. All wet roofing components shall be replaced with new insulation to match the existing roof thickness, slopes, etc. **(The contractor shall include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A – 500 SF / Roof Area B – 500 SF / Roof Area C – 100 SF / Roof Area D – 1,300 SF)**

\$ _____ SF

- **Unit Price #4:** (Deteriorated Tectum Decking) – The contractor shall replace existing deteriorated Tectum decking with new Tectum decking. New decking shall match the size and thickness of the deteriorated materials. All new Tectum decking shall be replaced in complete sections and attached per industry standards and local codes. **(The contractor shall include 500 square feet of deteriorated Tectum decking replacement in the Base Bid.)**

\$ _____ SF

CONTINGENCY ALLOWANCE: \$10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____, 2025

Harmon Recreation Center (Re-roofing)
Mobile, AL 36605
PR-057-23

Notary Public

- Attachments:
1. Bid Security, with Power of Attorney
 2. Secretary of State Authorization (Out of state bidders only)
 3. Sales Tax Form C-3A
 4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: Harmon Recreation Center (Re-roofing)
Project Number: PR-057-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form.

Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith” Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Section I. Information about your company

FORM 1: Background and Plan

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total number of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

Signature: Date:

Title:

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Title:

Email: Phone:



Subcontracting and Major Supplier Plan

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone: _____

Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		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. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email 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.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ 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. _____

SECTION 00500

MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

PART 1 GENERAL

- A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

DRAFT



**MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

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

And the Contractor: **(Contractor’s Name)**
(Address)
(City, State) (Zip Code)

City Business License No.: _____

For the following Project: **Harmon Recreation Center – Re-Roofing**
1611 Belfast Street
Mobile, Alabama 36605

Project Number: **PR-057-23**

The Architect: **Architectural Engineering Department**
P.O. Box 1827
Mobile, Alabama 36633-182702

RAM (Roof Asset Management, Inc.)
4950 Woodfield Drive
Millbrook, AL 36054



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and _____ (Company full name) (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at _____ (company address).

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits _____ [List Insurance Requirements, Project Schedule, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and all **EXHIBITS**], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

[if applicable] WHEREAS, the City issued _____ [Insert RFQ, RFP or bid package identification] on _____ [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR’S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Harmon Recreation Center – Re-Roofing, Project No. PR-057-23 (the “Project”), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 (\$ _____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$ _____
Contingency Allowance:	\$ <u>25,000.00</u>
Total Bid:	\$ _____
Alternate: (if none available put N/A)	\$ <u>N/A</u>
Total Contract Sum:	\$ _____

- B. Alternates (if any included in the contract sum)

Item: _____ Price: _____

- C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ _____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

- E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is

guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

- F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.

- iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
 - b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
 - iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
 - c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
- 8. Retainage
 - a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
 - ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.
- 9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- 10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
 - a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
 - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - i. Contractor's Release or Waiver of Liens
 - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE

Page 6 of 24

REV.04/01/2025

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for Harmon Recreation Center – Re-Roofing, 1611 Belfast Street, Mobile, AL 36605, Project Number: PR-057-23 [contract number, contract name, contract address]. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

- C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part

by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

- B.** This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A.** Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

- B.** Employee's Liability Insurance shall be provided for limits of liability not less than:

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

- C.** United States Longshoreman's Harbor Worker's Act.

- D.** Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

- E.** The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

- | | |
|---|-----------------------------------|
| 1. Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence; or |
| 3. Bodily Injury and
Property Damage | \$1,000,000 combined single limit |

- F.** Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.

8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Cities of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|---|--|
| 1. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| 2. Property damage | \$1,000,000 each occurrence; or, |
| 3. Bodily Injury and
Property damage | \$1,000,000 combined single limit |

H. Umbrella/Excess Liability: \$2,000,000 combined single limit
each occurrence for bodily injury and/or
property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- M.** "In Rem" endorsement.
- N.** Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of

Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

- A. Standard Form of Agreement Between City and Contractor;
- B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
_____	_____	_____

D. Specifications

Section	Title	Date
_____	_____	_____

E. Addenda, if any:

Number	Date
_____	_____

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- a. Section 00100 Invitation to Bid
- b. Section 00200 Instructions to Bidders-AIA Document A701-2018
- c. Section 00300 Supplementary Instructions to Bidders
- d. Section 00400 Bid Form
Accounting of Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan
- e. Section 00500 Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
- f. Section 00600 Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9
Tax
Form and City of Mobile Vendor Information Form
- g. Section 00700 General Conditions of the Contract for Construction-Documents A201

XI. LIQUIDATED DAMAGES

- A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the

required date of Substantial Completion shall be \$ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XII. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

- A. Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply
- B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]

CITY OF MOBILE – LEGAL:

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

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N.** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O.** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q.** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R.** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S.** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T.** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____, 20____

Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and no/100 Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-0057-23), 1611 Belfast Street, Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and no/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligor, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and no/100 Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-0057-23), 1611 Belfast Street, Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and no/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

PERIOD TO:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$
- 5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR:

By:

Date:

State of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORTReturn to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.orgor
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$		\$		\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY
CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:

Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, until Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the work for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Mobile
Architectural Engineering

Carleen Stout, Deputy Director

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)**(Printed name and title)*

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. EXISTING ROOF CONSTRUCTION:

GYMNASIUM (ROOF AREA "A" – APPROX. 11,165 SQ. FT.)

- Steel purlins with a 1/12 slope from center to edges
- 8" batt insulation
- 2-1/2" galvanized metal deck (gauge unknown)
- 1" perlite insulation (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (GYMNASIUM ROOF) – ROOF RECOVER:

Recover the roof system across the entire upper roof. This work will include the

following activities:

- a) Remove and dispose of the 4" cant on the wall adjacent to ROOF AREA "B".
- b) Remove the existing roof membrane and 1" insulation (confirm thickness) from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage off insulation to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed 1" insulation with 1" flat polyisocyanurate insulation. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), mechanically attach new flat 1/2" polyisocyanurate cover board through the insulation to the metal deck, using induction welding fasteners and plates. Remove and replace wet tapered insulation in the cricket adjacent to ROOF AREA "B" (see ROOF PLAN).
- d) Mechanically attach 1/2" cover board to the east face of CMU wall around ROOF AREA "B", using drive pins and disk plates.
- e) Fully adhere 60-mil PVC to cover board to the face of the CMU wall adjacent to ROOF AREA "B", using solvent-based adhesive (see **DETAIL XXXX**).
- f) Remove, dispose of, and replace all rotten or otherwise unsuitable wood blocking at roof edges. Carefully document the quantity of new blocking required, for subsequent reconciliation of Unit Prices (see SECTION 01220 – UNIT PRICES).
- g) Re-install and flash-in all roof-mounted equipment and accessories affected by the roofing process. Add blocking to increase curb height at any roof-mounted equipment where existing curb height does not meet minimum standards of the roof manufacturer.
- a) Attach a new 60-mil PVC roof membrane, using the induction welding method of attachment. (Note: all field welding shall be completed prior to the end of each day's application of membrane. Test welds shall be performed at membrane laps with test samples provided to the Owner, with the date and time of day for each test written on the sample. Test welds shall be performed no less than two (2) times per day – once before lunch and once after lunch, or in accordance with the manufacturer's recommendations.)
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.

STAGE (ROOF AREA “B” – APPROX. 1,053 SQ. FT.)

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA “B”) – COMPLETE TEAR-OFF:

Tear off and replace the built-up roof membrane across the entire roof. This work will include the following activities:

- a) Remove and dispose of the 4” cant around the interior perimeter of ROOF AREA “B”.
- b) Remove and dispose of the existing built-up roof membrane, and inspect the 3” thick (confirm thickness) Tectum deck. Remove and replace any wet or otherwise unsuitable Tectum deck. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Mechanically attach 1/2” cover board to the interior face of CMU walls around ROOF AREA “B”, using drive pins and cover plates (see **Detail XX/XX**).
- d) Subject to the results of a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 3” polyisocyanurate insulation and 1/2” cover board to the Tectum deck, using low-rise foam adhesive. Raise curb at exhaust vents and other roof-mounted equipment as required by roof manufacturer. Reduce thickness of insulation around roof drains and overflow scuppers to facilitate drainage of the roof surface.
- e) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive, and terminate at the underside of the concrete parapet cap (see **Detail XX/XX**).
- f) Fully adhere a new 60-mil PVC roof membrane to the cover board, using low-rise adhesive.
- g) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer’s full range of standard colors.

COMMUNITY CENTER (ROOF AREA “C” – APPROX. 520 SQ. FT.)

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA “C”) – ROOF RECOVER:

Recover the roof system on this small area of the roof. This work will include the following activities:

- a) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREA "A".
- b) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum deck for moisture and remove wet or otherwise unsuitable Tectum deck. Inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of project costs upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed Tectum deck. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- d) Mechanically attach 1/2" cover board to the interior face of CMU wall adjacent to ROOF AREA "A", using drive pins and cover plates (see Detail XX/XX).
- e) Fully adhere 60-mil PVC to cover board at the inside face of parapet walls, using solvent-based adhesive.
- f) Pending a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- g) Fully adhere a new 60-mil PVC roof membrane, using low-rise adhesive.
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors (see ROOF EDGE DETAIL 1/A-1).
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Raise curbs at roof-mounted equipment as required by the roof manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

COMMUNITY CENTER (ROOF AREA "D" – APPROX. 4,553 SQ. FT.)

- Steel bar joists
- 3" Tectum deck (confirm thickness)
- Modified bitumen roof membrane

SCOPE OF THE WORK (ROOF AREA "D") – COMPLETE TEAR-OFF:

Tear off and replace the roof system on this area of the roof. This work will include the following activities:

- j) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREAS "A", "B", and "C".
- k) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum

deck for moisture and remove wherever deemed necessary. Inspect for the presence of moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

- l) Replace removed Tectum deck. Fully adhere two layers of tapered polyiso insulation (3" combined minimum thickness, tapered at 1/8" per foot), using low-rise foam adhesive. *(NOTE: the existing steel frame roof structure slopes at 1/8" per foot to the west and the north. The addition of tapered insulation at 1/8" per foot will increase the slope to 1/4" per foot, thereby improving drainage of the roof.)*
- m) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- n) Mechanically attach 1/2" cover board to the interior face of the CMU walls adjacent to ROOF AREAS "A", "B", and "C", (see Detail XX/XX).
- o) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive.
- p) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the polyiso deck, using low-rise foam adhesive.
- q) Fully adhere a new 60-mil PVC roof membrane, using low-rise foam adhesive.
- r) Install new PVC-coated edge flashing around perimeter of gymnasium roof (see ROOF EDGE DETAIL XX/XX).
- s) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use during construction. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. The Contractor may work from dawn to dusk, seven days per week.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Attach completed City of Mobile DBE Compliance DBE UTILIZATION REPORT.
- D. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by Change Order. Authorized uses of funds in the Contingency Allowance do not require a Change Order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.9 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.10 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties, including Roof Consultant, Contractor, Owner, and Manufacturer's field representative.

1.11 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.12 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.13 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.14 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.15 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for

subsequent Work. Beginning new Work means acceptance of existing conditions.

- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.16 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.17 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.18 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.19 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.20 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.21 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.22 TEMPORARY SANITARY FACILITIES

- A. The Contractor may not use sanitary facilities located within the facility, but

instead shall provide temporary sanitary facilities in a location to be selected with Owner input. Temporary facilities are to be maintained in a sanitary condition, including control of offensive odors.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to equipment/materials storage areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit unnecessary traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants.
- B. Restore site to pre-construction condition. Fill ruts, repair damaged pavement, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Parking for Contractor's employees and construction vehicles will be provided within the parking lot across Antwerp Street from the building.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing facilities used during construction to original condition.
 Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 SUBSTITUTIONS

- A. Products by One Manufacturer are named in this document, in order to have them match existing adjacent products and in order to have the entire roof qualify for the Manufacturer's 20-year NDL warranty. Whichever of the approved manufacturer's products are being used, this practice should be applied.

1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.37 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies (pdf copies to be submitted in three ring binders) to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warranties and guarantees

- d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of five (5) years after the date of Substantial Completion of the entire project. Contractor shall promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Bid a stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope, and costs charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of any Allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of twenty-five thousand and 00/100 Dollars (\$25,000.00).

END OF SECTION

SECTION 01220

UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or **in some other manner satisfactory to the Owner.**
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Remove and replace (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck).
 - 1. Unit of measure: Per Square Foot.
 - 2. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Provide for removal and replacement of 150 square feet of metal deck in the Base Bid.
 - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- B. Remove and replace (1) board foot of rotten or otherwise unsuitable treated wood blocking.

1. Unit of measure: Per Board Foot.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Provide for removal and replacement of 160 board feet of treated wood blocking in the Base Bid.
 - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- C. Remove and replace one (1) square foot of Tectum fiber roof deck.
1. Unit of measure: Per square foot or portion thereof.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
 - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 320 square feet of walkway pads.
- D. Remove and replace one (1) square foot of sodden 1" thick polyiso insulation.
1. Unit of measure: Per square foot or portion thereof.
 2. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
 - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 200 square feet of polyiso insulation.

END OF SECTION

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. The contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of work.

- B. The Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.
- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor should supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor should coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence are required to obtain the best results where the installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of the list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or the work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and

Product or system limitations that may be detrimental to successful performance of completed Work.

- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
 - 1. Submittals for Review
 - 2. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
- C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01710 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 4. Complete final cleaning requirements.
 5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate is issued.
1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than

date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Important: storm water runoff from the Convention Center rooftop drains directly into Mobile Bay. If chemical cleansers of ANY KIND are used in the construction of the project, they cannot be allowed to enter the storm sewer system, but must instead be collected and disposed of offsite.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom clean in unoccupied spaces.
 - g. Remove labels that are not permanent.
 - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - j. Retain first subparagraph below in environments with demanding HVAC system cleaning standards or for special contamination issues. Coordinate with the requirements of sustainable design requirements specified in Section Series 018113 "Sustainable Design Requirements." Below adds significantly to cleaning cost.
 - k. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Provide temporary support for work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods that are least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDF's of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Completed Test Reports where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

SPECIAL PROJECT CONDITIONS

1. Employee access to the roof will be on the exterior of the building (ladders, scaffold stairwells, motorized manlifts, etc.)
2. A security / safety meeting will be held between the owner, security personnel, the contractor, and any other interested parties to discuss the proper conduct and procedures for all employees prior to the start of the project. All employees must be identified and maintain good conduct at all times. Any employee acting in an unprofessional manner will be removed immediately and will not be allowed to return to the project site. (Note: Contractor's employees shall not enter the building unless in the case of an emergency. Owner's personnel must be notified if entry into the building will be required.)
3. The building will remain in operation during the roofing process. Any interruptive work (A/C disconnect / re-connect, etc.) must be coordinated with the owner prior to the beginning of the work. There shall be no interruption of service to the building during any scheduled event. Boom trucks, cranes, etc. must be staged in areas so the regular operation of the building is not compromised.
4. The contractor shall provide a safety "flag man" on the ground at all times during groundwork activities. This flag man shall be in addition to the crane / equipment operator and shall direct any foot or automobile traffic around or away from the groundwork area.
5. Any necessary mechanical, electrical, and/or plumbing work throughout the contract will be the responsibility of the contractor. The contractor will be responsible for scheduling and coordinating any required work with other trades. All work schedules must be approved by the owner.
6. The available work areas will be limited around the building. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
7. The contractor must ensure all entrances remain open throughout the project. The contractor will be required to provide covered walkways at entrances during any overhead work.
8. The contractor shall obtain a portable toilet to be located on the roof or at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.

END OF SECTION

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Summary of Work:
Base Bid: The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center per the project documents, existing conditions and manufacturer requirements.
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.

- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may not use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Contractor shall provide temporary sanitary facilities throughout construction.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warrantees and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted by the contractor for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

END OF SECTION

SECTION 01210 ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Allowances will be utilized to:
 - 1. Defer selection of certain items until more information is available.
 - 2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
 - 3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.
- B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

- A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.
- B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.
- C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.
- D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of Twenty-Five Thousand and xx/100 Dollars (\$25,000.00).

END OF SECTION

SECTION 1220

UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Unit Price #1: The contractor shall replace existing deteriorated wood blocking materials with new wood blocking, per the specifications.
 - 1. Unit of measure: Per board foot.
- B. Unit Price #2: The contractor shall replace existing deteriorated steel decking materials with new steel decking, per the specifications.
 - 1. Unit of measure: Per square foot.
- C. Unit Price #3: The contractor shall replace existing wet insulation and/or roofing components, per the specifications.
 - 1. Unit of measure: Per square foot.
- D. Unit Price #4: The contractor shall replace existing deteriorated Tectum decking materials with new Tectum decking, per the specifications.
 - 1. Unit of measure: Per square foot.
- E. Basis of payment:
 - a. Contract Sum to be based on quantities of material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

METAL LADDERS (SCOPE OF WORK)

A. Contractor Requirements:

1. Replace all existing wall-mounted ladders with new OSHA approved ladders with platforms and handrails extending over the top of the parapet walls. **(Note: Any ladder extending more than 24 feet above the lower level will require a fall restraint system. The contractor will be responsible for measuring and ordering the correct size, type, and length wall ladders for each location.)**
2. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
3. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
4. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
5. Provide the Owner with a 5-year Manufacturer's Warranty.
6. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 05 51 33 - METAL LADDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fixed Ladder Systems:
 - 1. Standard fixed ladders
- B. Ladder Accessories:
 - 1. Ladder fall arrest system.
 - 2. Ladder security door.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 54 19 – Polyvinylchloride Roofing

1.3 REFERENCES

- A. Occupational Safety and Health Administration of the United States (OSHA):
 - 1. OSHA 1910.23: Fixed Ladders.
 - 2. OSHA 1910.29: Fall Protection systems and falling object protection.
- B. American National Standards Institute (ANSI):
 - 1. ANSI A14.3: Ladders - Fixed - Safety Requirements.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide plan, section, elevation and perspective view drawings as necessary to depict appropriate installation procedures including location, mounting, attachment, and penetration flashing as applicable.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years' experience.
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.

- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Rebuild mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Protect all components off the ground, away from standing water on a hard, level surface.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 WARRANTY

- A. Warranty: At project closeout, submit an executed copy of the manufacturer's five year standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Kattsafe, which is located at: 3921 Perry Blvd.; Whitestown, IN 46075; Toll Free Tel: 888-637-7872; Tel: 317-769-7710; Fax: 317-229 6451; Email: [request info \(sales@kattsafe.com\)](mailto:request info (sales@kattsafe.com)); Web: <https://www.kattsafe.com>
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 LADDER TYPE

- A. Model RL32: Standard fixed ladder with parapet platform.
 - 1. Material: High tensile 6106-T6 aluminum, mill finish.
 - 2. Ladder Height: Fall protection required over 24 ft (7320 mm). See ' Ladder Fall Arrest System' under ' Ladder Accessories.'
 - 3. Ladder Width: 23-1/2 inches (597 mm). Walk-Through Width: 24 inches (610 mm).
 - 4. Ladder Weight: 6.4 lbs (2.9 kg) per 40 inch (1016 mm) section.
 - 5. Capacity: Unit shall support a 1000 lbs (453.6 kg) loading without failure, and individual treads shall withstand a 1000 lbs (453.6 kg) loading without failure.
 - 6. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.23.

- B. Ladder Base Mounting and Walkway Mounting Kit:
 - 1. Off-floor mount fixing bracket, heavy duty wall fixing bracket for ladders mounted to the wall only.

2.3 FIXED LADDER ACCESSORIES

- A. Ladder Fall Arrest System:
 - 1. Model SL228.10: Arresta Shuttle locking device with energy absorbing lanyard (1 required per user).
 - 2. Model SL230F: Stainless steel (316) cable Specify wall height.
 - 3. Capacity: For single person use; 1400 lbs (635 kg) rated.
 - 4. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.29 and ANSI A14.3.
- B. Model LD426: Ladder Security Door. Aluminum security door to prevent unauthorized access. 84 x 25-1/2 inches (2134 x 648 mm).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

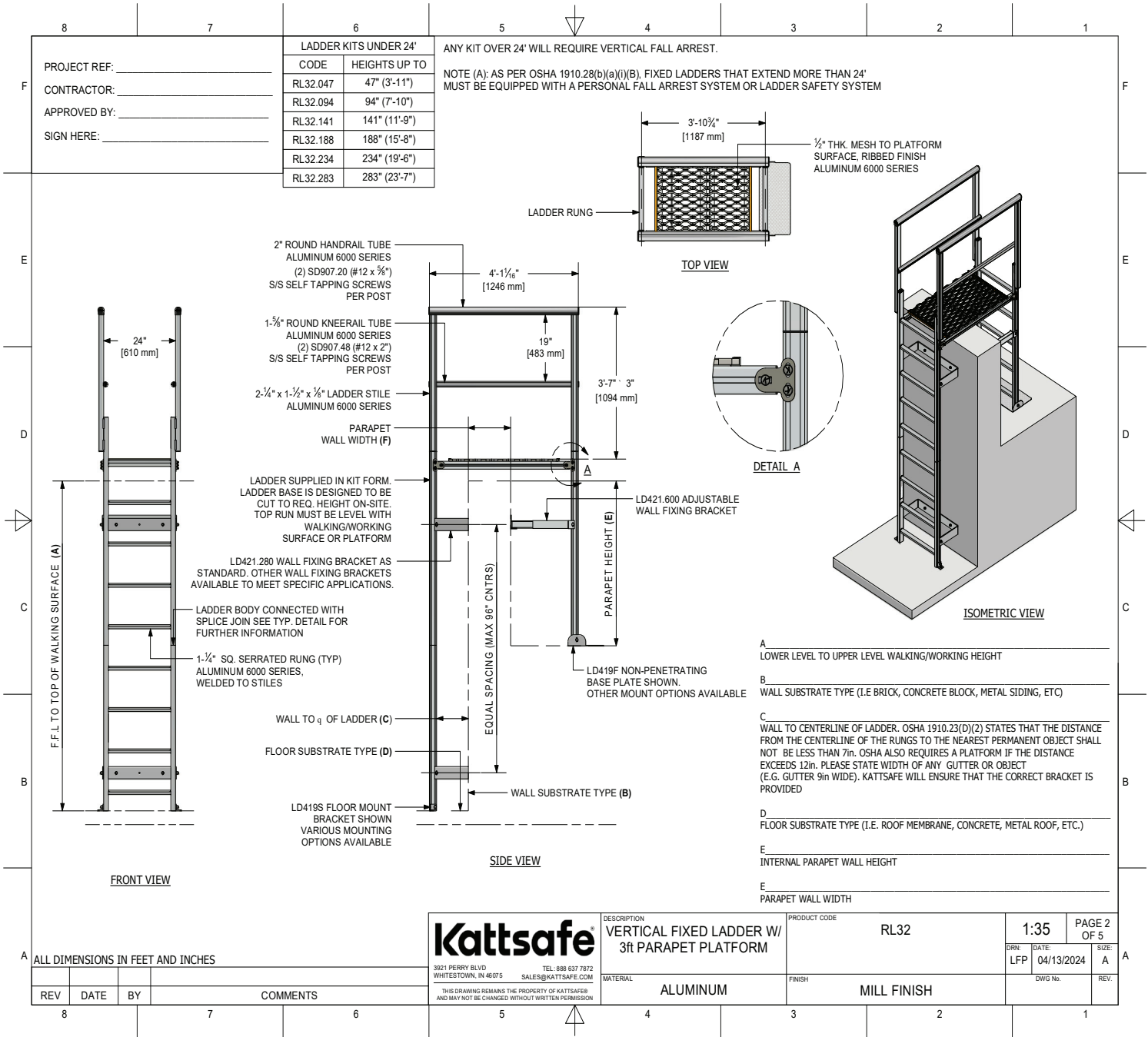
- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.
- B. Work Included: All wood, nails, bolts, screws, framing anchors and other rough hardware, and all other items needed for rough and finished carpentry in this work but not specifically described in other sections of these specifications.
- C. Quality Assurance: In addition to complying with all pertinent codes and regulations, all materials of this section shall comply with pertinent provisions of:
 - 1. Southern Pine Southern Pine Inspection Bureau Plywood 'Softwood Plywood - Construction and Industrial' (Amended June 1969), Product Standard PD 1-66 of U.S. Department of Commerce, Bureau of Standards, and A.P.A.
 - 2. Rough Hardware "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings of the American Institute of Steel Construction"
 - 3. Building Paper Federal Specification UU-B-790a, dated February 5, 1968
 - 4. Wood Preservative Standard P-5 of the American Wood Preservers Institute
 - 5. Other Similar and pertinent reference standards for the products needed.
- D. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the provisions of the more stringent shall govern.
- E. Qualifications of Workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- F. Rejection: In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of workmen.

1.2 PRODUCT HANDLING

- A. Protection: Store all materials in such a manner as to ensure proper ventilation and drainage and to protect against damage and the weather.
 - 1. Use all means necessary to protect lumber materials before, during and after delivery to the job site, and to protect the installed work and materials of all other trades.
 - 2. Deliver the materials to the job site and store all in a safe area, out of the way of traffic, and shored up off the ground surface.
 - 3. Protect all metal products with adequate weather-proof outer wrappings.
 - 4. Use extreme care in the off-loading of lumber to prevent damage, splitting and breaking of materials.

5. Keep all material clearly identified with all grade marks legible; keep all damaged material clearly identified as damaged and separately stored to prevent its inadvertent use.
 6. Do not allow installation of damaged or otherwise non-complying material.
 7. Use all means necessary to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - MATERIALS

2.1 MATERIALS - GENERAL

- A. Grade Stamps:
- B. Framing Lumber: Identify all framing lumber by proper grade stamp.
- C. Plywood: Identify all plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- D. Other: Identify all other materials of this section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.
- E. Moisture Content: Moisture content of any material for framing not to exceed 19% for boards 8" in width or less. Boards exceeding 8" in width not to exceed 15% at time of installation. All material used for finish and trim work to be kiln dried material with moisture content not to exceed that allowed by FHA for intended use.

2.2 MATERIALS - WOOD

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Wood Blocking, Furring, & Framing
 - a. Pressure treated #2 KD Southern Yellow Pine
 - b. Size: 1.5" thickness minimum (Cut widths & lengths to fit existing or new conditions)
 2. Wood Decking
 - a. Southern Yellow Pine
 - b. Size: Match existing (Cut widths & lengths to fit existing or new conditions)
 3. Plywood Sheathing
 - a. CDX Grade with exterior glue
 - b. Size: 4' X 8' (Cut to fit existing or new conditions)
 - c. Thickness: 1/2"

4. Wood Preservative
 - a. Ammonical copper arsenite or 5% solution of pentachlorophenol

2.3 MATERIALS - MISCELLANEOUS

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Steel Hardware
 - a. ASTM A-7 or A-36
 2. Machine Bolts
 - a. ASTM A-307
 3. Lag Bolts
 - a. Federal Specifications FF-B-561
 4. Nails
 - a. Common (Except as noted) Federal Specifications FF-N-1-1 (Use galvanized at exterior locations)
 5. Flashing
 - a. Nervastral Seal Prof HD-20 except where metal is indicated. Nervastral Seal Prof HD shall be installed on all sills and heads ½" inward from outside face of wall and extended 6" on each side of opening brick veneer construction. The sheeting shall not be allowed to hang free prior to completion of brick work but shall be secured to the siding with nails and discs or furring strips.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Stockpiling: Stockpile all materials sufficiently in advance of need to ensure their availability in a timely manner for this work.
- B. Delivery Schedules: Make as many trips to the job site as are necessary to deliver all materials of this section in a timely manner to ensure orderly progress of the total work.
- C. Compliance: Do not permit materials not complying with the provisions of this section of these specifications to be brought onto or to be stored at the job site; immediately remove from the job site all non-complying materials and replace them with materials meeting the requirements of this section.
- D. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 1. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent codes and regulations.
- E. Discrepancies: In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

- F. Workmanship: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the drawings and with all pertinent codes and regulations.
- G. Selection of Lumber Pieces: Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
 - 1. Cut out and discard all defects which render a piece unable to serve its intended functions; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- H. Shimming: Do not shim sills, joists, short studs, trimmers, headers, lintels, or other framing components.
- I. Treated Lumber: Use only treated lumber for all wood blocks and nailing grounds, etc. (other than foundation grade redwood) in, or in contact with, concrete.
- J. Treatment: Treat all wood less than two feet above finished grade by spraying with the preservative specified in this section of these specifications, to a minimum distance of six inches from the ends or otherwise treat as approved in advance by the Architect. Perform all treatment in strict accordance with published recommendations of the manufacturer of the treatment preservative.
- K. General Framing: In addition to all framing operations normal to the fabrication and erection indicated on the drawings, install all backing required for the work of other trades. Set all horizontal or sloped members with crown up. Do not notch, bore, or cut members for pipes ducts conduits, or other reasons except as shown on the drawings or as specifically approved in advance by the Architect.
- L. Bearing: Make all bearings full unless otherwise indicated on the drawings. Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch the ends as required to give uniform bearing surface.
- M. Blocking: Install all blocking required to support all items of finish and to cut off all concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
 - 1. All other locations where openings could afford passage for rodents or flames.
 - 2. Fire-block in the following specific locations:
 - a. In all stud walls at ceiling and floor levels.
 - b. In all stud walls, including furred spaces, so that the maximum dimension of each concealed space is not more than eight feet.
 - c. All other locations where openings could afford passage for rodents or flames.
- N. Corners and intersections: Unless otherwise indicated on the drawings, frame all corners and intersections with three or more studs and all required bearing for wall finish.
- O. Alignment: On all framing members to receive a finished wall or ceiling, align the finish subsurface to vary not more than 1/8 inch from the plane of surfaces of adjacent framing and furring members.
- P. Nailing: Use only common wire nails or spikes except where otherwise specifically noted in the drawings.

1. Provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike provided, however, that 16 d nails may be used to connect two pieces of the two inch (nominal) thickness.
 2. Do all nailing without splitting wood, pre-boring as required; replace all split members.
- Q. Bolting: Drill holes 1/16 inch larger in diameter than the bolts being used; drill straight and true from one side only. Bolt threads must not bear on wood; use washers under head and nut where both bear on wood; use washers under all nuts.
- R. Screws: For lag screws and wood screws, pre-bore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank.
1. Screw all lag screws and wood screws. Do NOT Drive screws.
- S. Installation of Building Paper: Install the specified building paper over all exterior framing members where indicated to be installed, lapping all joints to prevent penetration of water into the stud spaces, and securely fastening the paper in place in accordance with the manufacturer's published recommendations.
- T. Cleaning Up: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends, and debris.
- U. NOTE: All new wood blocking and existing wood blocking to remain in place shall be secured / re-secured with heavy duty fasteners at a rate to ensure local wind uplift requirements.
- V. NOTE: All new decking shall be secured with required fasteners to ensure proper attachment to the existing framing substrates.

END OF SECTION

WATER REPELLENTS (SCOPE OF WORK)

A. Contractor Requirements:

1. Pressure wash / clean all exposed masonry parapet walls extending above new roof areas.
2. Install new water repellent sealants over the entire masonry parapet substrates utilizing no less than two (2) coats per the manufacturer's requirements.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 071900 – WATER REPELLENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Concrete / masonry components

1.2 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's printed statement of VOC content.
 - 2. Include manufacturer's recommended number of coats for each type of substrate and spreading rate for each separate coat.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Applicator
- B. Manufacturers' literature for all materials specified for use on this project, each properly labeled and referenced to appropriate Specification Section, in time to prevent delay of the project.
- C. Product Certificates: For each type of water repellent.
- D. Safety Data Sheets (SDS) for all materials to be used.
- E. Manufacturer's requirements and testing procedures for moisture conditions (moisture vapor emission rate, relative humidity, etc.) of the concrete at time of installation necessary to ensure proper bond.
- F. Manufacturer's written instructions regarding equipment, materials and workmanship requirements for surface repairs, surface preparation, and installation of water-repellent sealer materials.
- G. Preconstruction Test Reports: For water-repellent-treated substrates.
- H. Field quality-control reports.
- I. Special Warranty Article

1.4 QUALITY ASSURANCE

- A. Contractor and Installer Qualifications:
 - 1. The installer shall be licensed by the manufacturer of the products to be used on the project with a minimum of 5 yrs' experience in the application of similar impregnating water-repellent sealers and concrete repair materials.
 - 2. The Contractor's site superintendent shall have at least 5 yrs' experience supervising the installation of water- repellent sealer systems and concrete repair materials.
 - 3. Upon request, provide the Engineer with a list of five representative projects successfully completed by the contractor that are of similar scope and size. For each project, provide the project name, Owner's name, Owner's Representative name and phone number, description of the work, name of Impregnating Water- Repellent Concrete Sealer the sealer/impregnating water-repellent applied, Project supervisor, total cost of the impregnating water-repellent work vs. the total cost of the project, and the project completion date.

- B. Manufacturer's Field Representative: The Contractor shall arrange with the manufacturer of the water-repellent sealer to have the services of a competent field representative at the site to approve surface preparation before installation of the sealer and any concrete repair material. The Manufacturer's Field Representative shall instruct the crew on proper installation of materials and observe the installation of the products at the beginning of the work. The Field Representative shall remain at the jobsite and continue to instruct until the field representative, Architect, and Owner's Representative are satisfied that the crew has mastered the technique of installing the products successfully.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing: Perform testing of existing substrates to ensure proper adhesion of all products.

1.6 FIELD CONDITIONS

- A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied in accordance with manufacturers' written instructions and warranty requirements:
 - 1. Concrete surfaces and mortar have cured for not less than 28 days.
 - 2. Building has been closed in for not less than 30 days before treating wall assemblies.
 - 3. Ambient temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C) and will remain so for 24 hours.
 - 4. In direct sunlight resulting in temperatures outside of the range listed above.
 - 5. Substrate is not frozen and substrate-surface temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C).
 - 6. Rain or snow is not predicted within 24 hours.
 - 7. Not less than 24 hours have passed since surfaces were last wet.
 - 8. Windy conditions do not exist that might cause water repellent to be blown onto vegetation or surfaces not intended to be treated.
 - 9. Prior to and during application of the water-repellent sealer, the concrete surface must be completely dry with a maximum moisture content of 4%, as tested with a moisture meter.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in "Performance Requirements" Article within specified warranty period for pre-application approval.
 - 1. Warranty Length: 5 years from date of substantial completion

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

- A. Penetrating Water, Salt, and Chloride Repellent designed specifically for Extra Porous Surfaces like Concrete Masonry Units or Block: Clear, containing 55 percent or more actives ingredients with solvent carrier; and with 350 g/L or less of VOCs.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Ghostshield; KreteTek Industries, Inc.; ISO-TEK™ 8555 CMU.
 - 2. Substitution products must be submitted prior to the beginning of any work. Substitutions must be approved "in writing" before considered accepted.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry in accordance with water-repellent manufacturer's requirements. Check moisture content in three representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
 - 3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level in accordance with water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, in accordance with repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product in accordance with water-repellent manufacturer's written instructions or as follows:
 - 1. Cast-in-Place Concrete, Precast Concrete, Cast Stone, and Concrete Unit Masonry: Remove oil, curing compounds, laitance, and other substances that inhibit penetration or performance of water repellents in accordance with ASTM E1857
 - 2. Clay Brick Masonry: ASTM D5703.
 - 3. Natural Stone: ASTM C1515 or ASTM D5107.
 - 4. Portland Cement Plaster (Stucco): ASTM E1857
- C. Protect adjoining work, including mortar and sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live vegetation.
- D. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- E. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply water-repellent sealer to prepared substrates within three days after completion of the surface preparation.

- C. Stir and mix materials thoroughly to ensure uniformity and in accordance with the manufacturer's recommendations. Do not dilute or thin product.
- D. Apply coating of water repellent on surfaces to be treated using 15 psi- (103 kPa-) pressure spray with a fan-type spray nozzle, roller, or brush to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- E. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.
- F. It may take up to 2 or more hours for the sealer to completely penetrate if the substrate is of high density. The treated surface may remain dark for up to seven days before it returns to normal appearance.
- G. Do NOT apply sealer to concrete surfaces:
 - 1. that are damp or have damp repairs. If rain suddenly begins during installation, immediately stop application of sealer and cover the newly impregnated areas.
 - 2. if the conditions (e.g., weather or surface conditions) do not meet the requirements of Para. 1.8 above or are not expected to meet the requirements for anytime within a 24 hr. period after installation.
- H. Do not disturb sealed surfaces for a minimum of 6 hrs after the application of the product. Early water repellency will be developed after 24 hrs; however, full curing of the sealer may take up to seven days or longer. Do not install concrete repairs for a minimum of 72 hrs after application of the sealer.

3.4 FIELD QUALITY CONTROL

- A. Testing of Water-Repellent Material: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when water repellent is being applied:
 - 1. Contractor shall engage the services of a qualified testing agency to sample water-repellent material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will perform tests for compliance of water-repellent material with product requirements.
 - 3. Owner may direct Contractor to stop applying water repellents if test results show material being used does not comply with product requirements. Contractor shall remove noncomplying material from project site, pay for testing, and correct deficiency of surfaces treated with rejected materials, as approved by architect.

3.5 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION

SECTION 075419
POLYVINYL-CHLORIDE (PVC) ROOFING
New (Re-cover) Roof Assembly Description

- PVC Thermoplastic Membrane
 - Membrane Thickness: 80 mil
 - Flashing Thickness: 60 mil
 - Color: Gray / White (Owner Selection)
 - Attachment: Fully Adhered
- Fiberglass-faced Primed Coverboard
 - Thickness: 1/2 inch
 - Attachment: Mechanically & LRF Adhered
- Tapered Polyisocyanurate / EPS Insulation (B, C, & D)
 - Start Thickness: 1/2"
 - Slope: Field - 1/4" per ft / Crickets – 1/2" per ft
 - Attachment: LRF Adhered
- Base Polyisocyanurate / EPS Insulation (B, C, & D)
 - Thickness: 1"
 - Attachment: Mechanically
- Existing Roof Components – (See Roof Plan Notes)
 - Modified Bitumen BUR
 - Perlite Insulation
 - Tectum & Steel Deck Substrates

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Infrared Moisture Scan
- B. Replacement of wet insulation and/or roof components
- C. Preparation of existing Modified Bitumen BUR roof
- D. Tapered and base polyisocyanurate / EPS insulation
- E. Cover board substrate
- F. PVC thermoplastic membrane
- G. Prefabricated flashings, corners, parapets, stacks, vents, and related details
- H. Fasteners, adhesives, and other accessories required for a complete roofing installation

1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.

- F. ASTM D 4434 - Standard Specification for Poly Vinyl Chloride Sheet Roofing.
- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- I. ASTM D 1079 "Terminology Relating to Roofing and Waterproofing."

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Sustainability:
 - a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
 - b. Type III product-specific Environmental Product Declaration.
 - c. Membrane is recyclable at end of use.
- D. Physical Properties:
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
 - 2. Overall Thickness / ASTM D751 / ≥ 0.045 in. / 0.080 in. (80 mil), nominal
 - 3. Thickness Over Scrim / ASTM D7635 / ≥ 0.016 in. / 0.041 in. (41 mil)
 - 4. Breaking Strength / ASTM D751 Grab Method / ≥ 200 lbf./in. 1 481 x 341 lbf./in.
 - 5. Elongation / ASTM D751 Grab Method / $\geq 15\%$ / 33% x 33%
 - 6. Seam Strength ASTM D751 Grab Method / ≥ 360 lbf. (75% of Breaking Strength.) / 452 lbf.
 - 7. Tear Strength / ASTM D751 Procedure B / ≥ 45 lbf. / 53 x 196 lbf.
 - 8. Low Temp. Bend / ASTM D2136 / Must Pass at -4* F. / Pass
 - 9. Heat Aging / ASTM D3045 / Conditioned for 56 days in oven maintained at 176* F. / PASS
 - 10. Accelerated Weathering / ASTM G154 (formerly G53) / 5,000 hours total test time. Irradiance level of 0.68 W/m²-nm. Cycle: 8 hours at 145* F, 4 hours condensation at 122* F. / Pass
 - 11. Dimensional Stability / ASTM D1204 / Conditioned for 6 hours in oven maintained at 176* F. Allowable change: $\leq 0.5\%$ / -0.10% x -0.10%
 - 12. Water Absorption / ASTM D570 / Immersed in water at 158* F for 168 hours. Allowable weight change: $\leq 3\%$ / 0.10%
 - 13. Static Puncture / ASTM D5802 / ≤ 33 lbf. / ≤ 33 lbf.
 - 14. Dynamic Puncture / ≤ 14.7 ft-lbf. (20 J) / ≤ 14.7 ft-lbf. (20 J)
- E. Cool Roof Rating Council (CRRC):
 - 1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: $\geq 85\%$ (white)
 - b. Initial Thermal Emittance: $\geq 89\%$ (white)
 - c. Initial Solar Reflective Index (SRI): ≥ 108 (white)

1.4 SUBMITTALS

- A. Submit under provisions of Section 1330 – Submittal Procedures.
- B. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Sustainability Documentation:
 - a. NSF/ANSI Standard 347 Certificate.
 - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. 6" sample of termination bar, fascia bar with cover, drip edge, wall flashing, counterflashing, and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- G. Manufacturer's warranties: Provide a sample of roofing manufacturer's warranty per the project requirements with language stating the warranty shall be governed by the laws of the State of Alabama.

1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A manufacturer specializing in the production of PVC membrane systems specified for this project with a minimum of **(10) ten years** of successful documented experience manufacturing of membrane using the same formula and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
 - 1. Primary roofing materials manufacturer must be the original manufacturer of membrane roofing materials. Products private labeled that are produced by second tier manufacturers will not be acceptable.

2. **Factory-Authorized Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project. Manufacturer's Sales Representative will not be accepted as a technician.
 3. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to architect / consultant within three (3) days following each inspection.
 4. A factory-authorized representative shall attend the pre-installation meeting.
- B. **Installer Qualifications:** A qualified company specializing in the installation of roofing systems similar to those specified for this project with a minimum of **(5) five years** of documented successful experience and that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product and that is eligible to receive manufacturer's warranty as specified for this project.
- C. **Qualification Submittal:** The following qualification information shall be submitted to the owner **prior to the award of the project**. The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.
1. The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (5) five years prior to the bid process.
 2. The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
 3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
 4. The roofing contractor/installer company must have been in business for no less than five (5) consecutive years under their existing name or the name of an associated parent company.
 5. Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (5) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.
 6. **Roofing Contractor's / Installers Permanent Full-Time Supervisor/Foreman:**
 - a) The roofing contractor / installer shall provide a permanent full-time supervisor and/or foreman throughout the entire duration of construction / renovation activities such as during installation of the roofing membrane system and sheet metal work.
 - b) The supervisor / foreman who began the project will continue in that capacity for the duration of the project unless otherwise approved by the owner or their representative.

- c) If the supervisor / foreman is not performing the job duties as required in these specifications and as required by the roofing membrane manufacturer the owner or their representative has the right to require the roofing contractor/installer to immediately remove the company personnel performing the role of the supervisor /foreman and change to a different company personnel to fill the position.
 - d) The supervisor / foreman shall be a full-time employee of the roofing contractor's / installer's company.
 - e) The supervisor / foreman shall have (5) five years of successful experience in the installation of roofing systems similar to the type and scope required for this project.
 - f) The supervisor / foreman shall be ON THE ROOF AT ALL TIMES when the roofing system is being installed. This requirement will be strictly enforced.
 - g) Provide supervisor / foreman's resume if requested by the owner.
- D. Prior to installation, provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and architect / consultant.
- E. Roofing Contractor shall perform a minimum of (2) test welds **per day** (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the architect / consultant.
- F. Perform work in accordance with manufacturer's installation instructions.
- G. Single Source Limitations: Obtain components for membrane roofing system from a single source roofing membrane manufacturer. Provide secondary products only as recommended by the manufacturer of primary products for use with roofing system specified.
- H. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure:
 - a. Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.

C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.

D. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE 7-16 Specification *Minimum Design Loads for Buildings And Other Structures*. **(Local wind zone – 169 mph)**

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and warranty repair procedures after roof installation.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. **If materials are stored onsite, location must be approved by the Owner.**

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. **Contractor's Warranty:** The contractor shall warrant the roof application with respect to workmanship and proper application for five (5) years from the effective date of the warranty issued by the manufacturer.
- B. **Manufacturer's Warranty:** Must be (NDL) no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. No exclusion for ponding water conditions.
 - 3. No exclusion for damage caused by biological growth.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.
 - 6. Must be governed by the laws of the **State of Alabama** by written amendment.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components shall be provided or approved by the roof system manufacturer.

(NOTE: The roofing manufacturer will be required to acknowledge and accept the project documents and existing conditions as specified unless a change is authorized by the owner. Any portion of the project specifications, details, or existing conditions found unacceptable by the manufacturer must be resolved prior to the bidding process, by submitting alternate details for approval, if necessary. Proposals for deviations from the project documents will not be accepted after the bidding process.)
- B. Pre-approved Roofing Manufacturers:
 - **(Subject to compliance of the project requirements.)**
 - 1. Carlisle
 - 2. Versico
 - 3. Duro-Last (Basis of Design)
 - 4. GAF
 - 5. Johns Manville

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: Polyvinyl Chloride (PVC) membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
 - 1. Thickness:
 - a. **80 mil**, nominal
 - 2. Exposed Face Color:
 - a. **Gray / White** (Owner's Choice)
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing for use in locations where prefabricated flashings are not available.
 - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
 - e. Vinyl Coated Pitch Pans.
 - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Solvent Base Adhesive
 - b. Water Base Adhesive
 - c. Caulk.
 - d. Strip Mastic.
 - e. Pitch Pocket Filler.
 - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer for use at locations requiring separation between the new PVC membrane and various substrates.
 - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
 - a. #15 Extra Heavy Duty Fasteners.
 - b. Manufacturer approved metal / poly plates.
 - 6. PV Anchors

7. Termination and Edge Details: Supplied by roof system manufacturer.
 - a. Termination Bar.
 8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side for use at locations with PVC membrane overlapping / welding to formed metal flashings.
- D. Insulation: Rigid (flat & tapered) polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: 1" Base / 1/2" Tapered Start
 2. Slope: 1/4" per foot
 3. Attachment: Mechanically & Low-rise Foam Adhered
 4. (See Scope of Work for specific details / instructions)
- E. Cricket Insulation: Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: Tapered (1/2" Start)
 2. Slope: 1/2" per foot
 3. Attachment: Low-rise Foam Adhered
- F. Coverboard: Glass-mat-faced, water-resistant primed gypsum substrate conforming to ASTM C 1177/C 1177M.
1. 1/2 inch thick
- G. Walkways:
1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
 - a. Walkway Pad – 30" X 60"

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the existing roof is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the roof surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify architect / consultant of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer.
 1. Determine required fastener type, length, and spacing, and submit any requested changes to the architect / consultant.

2. Verify that moisture content of existing roofing is within acceptable limits beyond the areas identified by the infrared moisture scan.
3. Identify damaged areas requiring repair before installation of new roofing.
4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

- A. Replace all "wet" materials (insulation, coverboards, felt plies, cap sheet, flashings, etc.) identified by the infrared moisture scan process with new "dry" polyisocyanurate insulation matching the existing roof system thickness and slopes.
- B. Replace deteriorated decking per the project documents and building code requirements.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- E. Remove all base flashings, counter flashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane, if required by the manufacturer.
- F. Remove abandoned equipment curbs, skylights, penetrations, etc. Install decking to match existing as directed by the Owner's Representative.
- G. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1) Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane or as directed by the existing conditions and drawing details.
 - 2) Secure top of flashing and install new metal counter flashing prior to re-installation of equipment.
- H. Perimeter nailers must be elevated to match elevation of new roof insulation (Cover board may be allowed to extend over perimeter wood blocking).
- I. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- J. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Attach base layer of insulation material into place and fasten with the manufacturer's required fasteners and disk plates per the necessary fastening pattern. Fasteners and plates are to be driven until enough pressure is applied to keep from spinning. DO NOT OVERDRIVE fasteners. Fastening patterns are determined by the manufacturer's approvals, pull test values, and the required uplift pressure. Install plates in a uniformed pattern.

- B. Adhere additional layers of insulation (tapered & fill) utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.
- C. Mechanically attach the cover board over required roof areas with #15 fasteners and disk plates per the required fastening pattern. (Adhere cover board at other required roof areas utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.)
- D. Install insulation and cover board with long joints of board in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
- E. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- F. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
- G. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation as directed and approved by the roofing manufacturer.
 - a. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - b. Remove and discard temporary seals before beginning work on adjoining roofing.
- H. Unroll the membrane over the installed cover board and allow the membrane to relax to eliminate wrinkles. Do not over-tighten membrane.
- I. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- J. Bonding Adhesive: Apply water-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- K. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- L. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- M. Seaming:
 - 1. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
 - a. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 - b. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

- c. Remove and repair any unsatisfactory sections before proceeding with Work.
 - d. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.
 2. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring or install new insert, if specified.
 3. Install roofing membrane and auxiliary materials to tie-in to existing roofing.
 4. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
 5. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- N. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- O. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.

- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

P. Roof Drains:

1. Verify all roof drains are open and allowing moisture to properly flow. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
2. Coordinate the installation of roof drains and/or insert drain flashings.
3. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
4. Install new roof drain inserts and flashings approved and warranted by the roofing manufacturer.

Q. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashings.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies as required.

R. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

S. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to the architect / consultant within three (3) days following each inspection. All application errors shall be addressed with the final punch list completed immediately following the final inspection.
- B. The Owner's roof consultant will be performing various inspections throughout the project to document the progress of the work, identify potential roofing related issues, and assist the owner / contractor with unforeseen circumstances. The Contractor will be required to engage with the roof consultant during the work and comply with any necessary requests, directives, etc.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until the completion of the project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

POLYVINYL-CHLORIDE (PVC) ROOFING (SCOPE OF WORK)

A. Owner Requirements:

1. The owner's roof consultant will perform an infrared moisture scan prior to the start of any work. Anomalies identified during the infrared scan will be marked on the roof surface to identify locations of potential moisture within the existing roof systems.

B. Contractor Requirements:

1. Broom / clean the existing roof surfaces to remove any trash, debris, excess granules, etc.
2. Cut/verify all marked anomalies identified during the infrared moisture scan process and replace confirmed areas of moisture. All wet insulation components shall be replaced with new polyisocyanurate insulation to match the existing roof thickness, slopes, etc. per the unit prices and included amounts noted in the project documents. New replacement insulation shall be mechanically attached with the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements. Identified areas of wet roofing components with no insulation shall be removed to verify the condition of the existing deck with new materials installed directly over the cleaned / repaired deck substrate.
(Note: The contractor will be required to document the replacement of wet roofing components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)
3. Replace deteriorated decking and/or wood blocking located during the wet material replacement with new decking / blocking matching the type and size of the existing materials per the unit prices and included amounts noted in the project documents.
(Note: The contractor will be required to document the replacement of decking and blocking components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)
4. Remove any flashings or existing roof components required by the roofing manufacturer.
5. **Roof Area A:** Mechanically attach an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
6. **Roof Areas B, C, & D:** Install new wood blocking at perimeter roof areas, to match the thickness of the new base and tapered insulation. **(Note: Some locations will require multiple layers of wood blocking to match the new insulation.)**
7. **Roof Areas B, C, & D:** Mechanically attach a 1" polyisocyanurate / EPS insulation base layer over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
8. **Roof Areas B, C, & D:** Adhere 1/4" tapered polyisocyanurate / EPS insulation over the mechanically attached base layer per the slopes indicated on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
9. **Roof Areas B, C, & D:** Adhere an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the new tapered insulation utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.

10. **All Roof Areas:** Adhere 1/2" tapered polyisocyanurate insulation crickets / saddles with a 1/2" start thickness at the top side of mechanical curbs and additional locations identified on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
11. Eliminate abandoned roof penetrations, curbs, etc. and install new decking to match existing per the unit prices and included amounts noted in the project documents. **(Note: The contractor will be required to document the removal of abandoned penetrations and decking replacement with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)**
12. Extend low roof penetrations to meet all codes and the manufacturer's warranty requirements.
13. Fully adhere 80 mil PVC membrane using the manufacturer's required adhesive (Owner to select color – White / Gray).
14. Base / Wall Flashings – Install base / wall flashings using thermoplastic (PVC) membrane fully adhered in membrane adhesive per the manufacturer's recommendations. New base / wall flashings shall include the installation of a 1/2" coverboard, fire-rated plywood, or other approved coverings over the existing wall conditions. (Note: 60 mil PVC membrane may be installed at these flashing locations, if approved by the roofing manufacturer in accordance with the warranty requirements.)
15. Install new roof drain inserts at all drain locations with PVC coated flashings as required by the roofing manufacturer. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
16. Install new PVC coated thru-wall overflow scuppers at areas identified on the project drawings. **(Note: New overflow scuppers shall be sized at no less than 8"H X 12"W)**
17. Replace the existing thru-wall scuppers with new PVC coated scuppers. **(Note: Existing overflow scuppers shall be enlarged to no less than 8"H X 12"W.)**
18. Install new 24 Gauge PVC coated metal flashings at all locations with new roof membrane overlapping / heat welding to metal flanges. (Pitch pans, penetration flashings, thru-wall scuppers, etc.)
19. Install new .040 pre-finished aluminum counter flashings, exterior scupper collars, edge / eave flashings, etc. at all required locations – (Color to be selected by owner).
20. Reflash all existing penetrations, curbs, vents, etc. per the roofing manufacturer's requirements. **(Note: The disconnect, movement, and re-connect of existing equipment shall be the responsibility of the installing contractor including any necessary electrical, plumbing, and/or mechanical work to ensure the proper installation of the new roof system. All subcontractors must be properly licensed, insured, and approved by the owner prior to the beginning of any work.)**
21. Seal existing concrete copings with tinted elastomeric coating to match the color of the existing substrates.

22. Seal all vertical masonry walls located above roof areas with a clear siloxane based sealant per the manufacturer's requirements.
23. Replace the existing wall-mounted ladder between roof areas B and C.
24. Replace the existing roof hatch located at roof area C. The new roof hatch shall be sized to fit the existing roof curb opening.
25. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
26. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
27. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
28. Provide the Owner with a 20-year NDL (No Dollar Limit) Manufacturer's Warranty.
29. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 07620 - FLASHING AND SHEET METAL

PART 1 - GENERAL

(NOTE: All flashing and sheet metal work shall be installed to meet and/or exceed ANSI / SPRI ES-1 installation requirements.)

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Conform to profiles and sizes indicated on drawings or by existing conditions and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.
- B. Section Includes:
 - 1. Formed Products:
 - a. Formed sheet metal edge flashing fabrications.
 - b. Formed wall sheet metal fabrications.
- C. Related Sections:
 - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- B. PVC-Coated Steel Sheet: ASTM A 792 Class AZ50 coating designation, Grade 50; structural quality. Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Exposed PVC Coated Finish: Hot dipped galvanized G-90 with 17 mil PVC film laminated to one side.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: .040
 - 4. Sheet Size: 4' X 10'
- D. Galvanized Steel: ASTM A653, G90, commercial or lock-forming quality, hot-dip galvanized steel sheet with 0.20-percent copper, mill phosphatized for painting.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- E. Cleats: Sheet metal cleats shall be utilized at all required details to ensure compliance with ANSI / SPRI ES-1 attachment methods. New sheet metal cleats shall be properly sized and match the attached metal flashing type (Aluminum, Copper, etc.).
- F. Fabricate sheet metal with flat-lock seams; solder with type solder and flux recommended by manufacturer, except seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- G. Coat back-side of fabricated sheet metal with 15-mil sulfur-free bituminous coating, SSPC-Paint 12, where required to separate metals from corrosive substrates, including cementitious materials, wood or other absorbent materials; or provide other permanent separation.

- H. Provide for thermal expansion of running sheet metal work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 50 feet for steel, 24 feet for copper or stainless steel, or 30 feet for zinc alloy or aluminum. Conceal expansion provisions where possible.
- I. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
 - 5. Fasteners for Zinc-Coated (Galvanized)] or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 6. Fasteners for Zinc Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 7. Fasteners for Copper Sheet: Copper plated stainless-steel zip fasteners / Copper rivets with steel mandrels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements.
- B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements specified in Division 7 Section "Joint Sealants."
- C. Nail flanges of expansion joint units to substrates at spacing of 6 inches o.c.
- D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.
- E. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

3.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof flashing with installation of roof drainage system where applicable.

3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

SECTION 077233 - ROOF HATCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide factory-fabricated roof hatches for ladder access.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis-of-Design: Type E Roof Hatch by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: www.BILCO.com.

2.2 ROOF HATCH

- A. Furnish and install where indicated on plans metal roof hatch Type E, size width: 36" (914mm) x length: 36" (914mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

- B. Performance characteristics:
 - 1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m²) with a maximum deflection of 1/150th of the span or 20 psf (97 kg/m²) wind uplift.
 - 2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 - 3. Operation of the cover shall not be affected by temperature.
 - 4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
- C. Cover: Shall be [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum] with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by a metal liner [select: 22 gauge (.8mm) galvanized steel or 18 gauge (1mm) aluminum].
- E. Curb: Shall be 12" (305mm) in height and of [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum]. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal capflashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe [for aluminum construction: welded to the curb assembly; for steel construction: through bolted to the curb assembly].
- H. Hardware
 - 1. Heavy pintle hinges shall be provided
 - 2. Cover shall be equipped with a spring latch with interior and exterior turn handles
 - 3. Roof hatch shall be equipped with interior and exterior padlock hasps.
 - 4. The latch strike shall be a stamped component bolted to the curb assembly.
 - 5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
 - 6. All hardware shall be zinc plated and chromate sealed. [For installation in highly corrosive environments or when prolonged exposure to hot water or steam is anticipated, specify Type 316 stainless steel hardware].

7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.

- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

2.3 HATCH RAIL SYSTEM

- A. Furnish and install hatch rail system Model RL2-E. The hatch rail system shall be field assembled and installed per the manufacturer's instructions.
- B. Performance characteristics:
 1. High visibility safety yellow powder coat paint finish (*other colors available as a special order*).
 2. Hatch rail system shall attach to the cap flashing of the roof hatch and shall not penetrate any roofing material.
 3. Hatch rail system shall satisfy the requirements of OSHA 29 CFR 1910.29 and shall meet OSHA strength requirements with a factor of safety of two.
 4. Corrosion resistant construction with a five-year warranty.
 5. Hinged gate shall ensure continuous barrier around the roof hatch.
 6. Self-closing gate hinge and positive latching system provided with hatch rail system.
- C. Posts and Rails: 1-1/4" (32mm) 6061 T6 schedule 40 aluminum pipe
- D. Hardware: Mounting brackets shall be 3/8" (9mm) thick extruded aluminum. Pivoting post guides with compression fittings and latching mechanism shall be cast aluminum. Self-closing hinges and all fasteners shall be type 316 stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

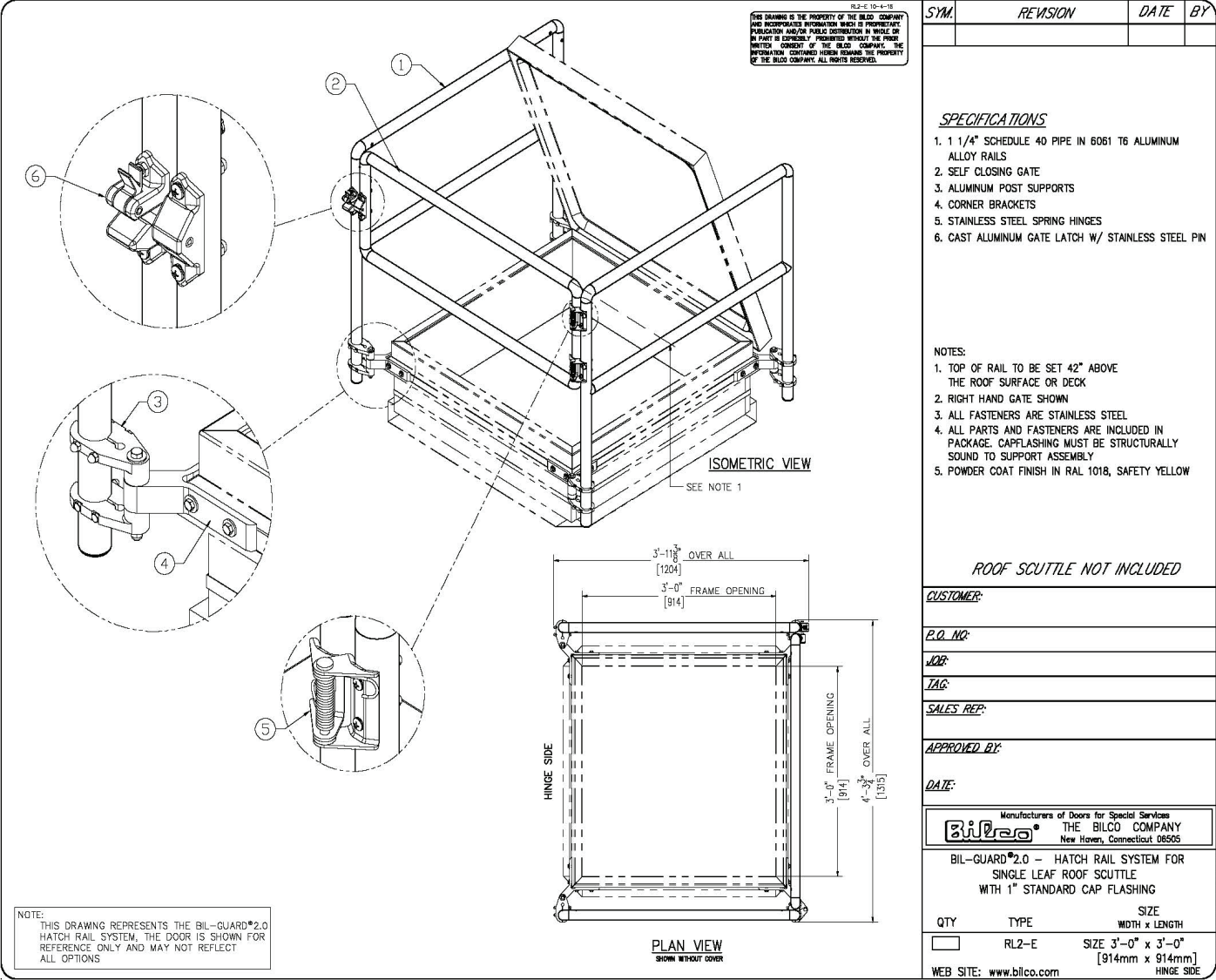
- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
 1. Test units for proper function and adjust until proper operation is achieved.
 2. Repair finishes damaged during installation.
 3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.



END OF SECTION

ROOF HATCHES (SCOPE OF WORK)

A. Contractor Requirements:

1. Replace all existing roof hatches with new approved hatches.
2. Install new handrail / guardrail components around the perimeter of roof hatches as required by current OSHA standards.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior sealants.
- B. Metal lap joint sealants.
- C. Joint accessories.

1.2 RELATED SECTIONS

- A. Roofing & Waterproofing

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM C 510 - Standard Test Method for Staining and Color Change of Single or Multi-component Joint Sealants.
 - 2. ASTM C 719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle).
 - 3. ASTM C 794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
 - 4. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
 - 5. ASTM C 1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
 - 6. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
 - 7. ASTM C 1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - 8. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
 - 9. ASTM D 679 - Methods of Testing and Tolerances for Certain Fine Staple Cotton Gray Goods.
 - 10. ASTM D 816 - Standard Test Methods for Rubber Cements.
 - 11. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
 - 12. ASTM D 2203 - Standard Test Method for Staining from Sealants.
 - 13. ASTM D 2240 - Standard Test Method for Rubber Property Durometer Hardness

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Test Reports:
 - 1. Submit results of laboratory pre-construction testing.
 - 2. Submit results of field pre-construction testing.
 - 3. Submit manufacturer's recommendations for joint preparation, priming, and joint accessory materials based on test results.
 - 4. Submit manufacturer's recommended installation procedure modifications resulting from field adhesion tests.

- D. Shop Drawings: Submit details to show installation and interface between sealants and adjacent work.
- E. Selection Samples: For each finish product specified, two complete sets of color charts for each sealant type for initial selection.
- F. Verification Samples: For each finish product specified, two samples, standard cured color samples for each sealant type illustrating selected colors.
- G. Manufacturer's Certificate:
 - 1. Certify products are suitable for intended use and products meet or exceed specified requirements.
 - 2. Certify applicator is approved by manufacturer.
- H. Qualifications Data:
 - 1. Submit applicator's qualifications, including reference projects of similar scope and complexity, with current phone numbers and contact names of architects and owners for verification.
- I. Manufacturer's Field Reports:
 - 1. Indicate time present at project site.
 - 2. Include observations; indicate compliance with manufacturer's installation instructions, and supplemental instructions provided to installers.
- J. Operation and Maintenance Data:
 - 1. Submit recommended inspection intervals.
 - 2. Submit instructions for repairing and replacing failed sealant joints.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 10 year experience manufacturing similar products.
- B. Applicator Qualifications:
 - 1. Company specializing in performing work of this section with minimum three years documented experience, minimum three successfully completed projects of similar scope and complexity and approved by manufacturer.
 - 2. Designate one individual as project foreman who shall be on site at all times during installation.
- C. Laboratory Pre-Construction Testing:
 - 1. Test sealants, joint accessories, and joint substrates in accordance with the following, before starting work of this section:
 - a. Obtain samples of joint substrate products specified in other sections.
 - b. Adhesion: ASTM C 794 and ASTM C 719; determine surface preparation and required primer.
 - c. Compatibility: ASTM C 1087; determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
 - d. Staining: ASTM D 2203, ASTM C 510, or ASTM C 1248; determine sealants will not stain joint substrates.
 - 2. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.

- D. Field Pre-Construction Testing:
 - 1. Test each elastomeric sealant and joint substrate in accordance with the following, before beginning work of this section:
 - a. Install sealants in field samples and mockups using joint preparation methods determined by laboratory pre-construction testing.
 - b. Remove existing sealant, clean joint, and install new sealant using manufacturer's recommended joint preparation methods.
 - c. Install field-test joints in inconspicuous location as approved by Architect].
 - d. Test Method: Manufacturer's standard field adhesion test to verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
 - e. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.
- E. Mockup:
 - 1. Install sealants in mockups specified in other sections including sealant and joint accessories to illustrate installation quality and color.
 - 2. Incorporate accepted mockup as part of Work.
 - 3. Repair seal joint mockups used for field adhesion testing.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Store primers and sealants in cool dry location with ambient temperature range of 60 to 80 degrees F (15 to 27 degrees C).
- C. Handling: Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Optimal application temperature is 32 degree F (0 degree C) and rising.
 - 1. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

1.9 SEQUENCING

- A. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.

- B. Ensure sealants are cured before covering with other materials.
- C. Ensure that Work of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.10 WARRANTY

- A. Provide manufacturer's signed standard limited warranty, against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of 1 year from date of completion.
 - 1. Manufacturer's standard warranty covering sealant materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Chem Link, 353 E. Lyons St.; Schoolcraft, MI 49087 ; Toll Free Tel: 800-826-1681; Tel: 269-679-4440 ; Fax: 269-679-4448
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 POLYETHER SEALANTS

- A. Type: 100% solids one-component, gun grade, polyether-base material. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric joint material.
 - 1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: M-1 Structural Adhesive/Sealant as manufactured by Chem Link.
 - 1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 - 2. Federal Specification TT-C-0230C, Type II, Class B.
 - 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N, No. 81026.
 - 4. Conforms to USDA requirements for Non-food Contact.
 - 5. VOC Content: Less than 20 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 - 6. Performance Requirements:
 - a. Tensile Properties (ASTM D-412) at 21 days: Tensile Stress: 370-psi minimum. Elongation at Break: 525%.
 - b. Shear Strength (ASTM D-1002): 390 psi.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 45.
 - d. Adhesion in Peel (TT-S-00230C, ASTM C 794).
 - e. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - f. The sealant shall conform The sealant shall be non-staining.
 - g. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

- C. Product: NovaLink 35 Concrete - Masonry Sealant as manufactured by Chem Link.
1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 2. Federal Specification TT-S-00230C, Type II, Class B.
 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
 4. Conforms to USDA requirements for Non-food Contact.
 5. VOC Content: Less than 24 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 6. Performance Requirements:
 - a. Initial Cure (ASTM D-679): 60 minutes
 - b. Properties (ASTM D-412) at 21 days: Tensile Stress - 145-psi minimum. Elongation at Break - 445%.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 21.
 - d. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - e. The sealant shall be non-staining.
 - f. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.3 SILICONE SEALANTS

- A. Type: Single component neutral cure (RTV) silicone, adhesive sealant.
1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: MetaLink Neutral Cure Metal Roof Sealant as manufactured by Chem Link.
1. ASTM C920, Type S, Grade NS, Class 50; Uses NT, T2, M, G, A and O.
 2. Federal Specification TT-S-00230-C Type II, Class A
 3. Corps of Engineers CRD-C-541, Type II, Class A
 4. Canadian Standards Board CAN 19, 13-M82.
 5. Conforms to USDA Requirements for Non-food Contact.
 6. VOC Content: Less than 33 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 7. Performance Requirements:
 - a. Initial Cure/Tack Free (ASTM D-679): 10 +/- 5 minutes.
 - b. Shrinkage: No visible shrinkage after 14 days.
 - c. Low Temperature Flex (ASTM D-816): Pass -10 degree F (-23 degree C) 1/4 inch (6.4 mm) mandrel.
 - d. Shear Strength (ASTM D-1002): 75 +/-5 psi.
 - e. Properties (ASTM D-412) at 21 days: Tensile Strength: 135 psi. Elongation at Break - Minimum 600%.
 - f. Shore A Hardness (ASTM D-2240) at 21 days: 10 +/- 3.
 - g. Service Range: -80 degree to 400 degree F (-62 degree to 204 degree C).
 - h. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.4 ACCESSORIES

- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- C. Joint Backing: Round foam rod compatible with sealant; oversized 25 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.
- E. Masking tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
 - 1. Verify joint surfaces are clean and dry.
 - 2. Ensure concrete surfaces are fully cured.
- B. Report unsatisfactory conditions in writing to the Architect;
- C. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Prepare joints in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Clean joint surfaces to remove dirt, dust, oils, wax, paints, and other contamination capable of affecting primer and sealant bond.
 - 1. Clean concrete joint surfaces to remove curing agents and form release agents.
- C. Protect elements surrounding the Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

3.3 EXISTING WORK

- A. Mechanically remove existing sealant.
- B. Clean joint surfaces of residual sealant and other contaminants capable of affecting sealant bond to joint surface.
- C. Allow joint surfaces to dry before installing new sealants.

3.4 SEALANT INSTALLATION

- A. Install primer and sealants in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Install joint backing to maintain the following joint ratios:
 - 1. Joints up to 1/2 inch (13 mm) Wide: 1:1 width to depth ratio.
 - 2. Joints Greater than 1/2 inch (13 mm) Wide: 2:1 width to depth ratio; maximum 1/2 inch joint depth.

- C. Install bond breaker where joint backing is not used.
- D. Apply primer where required for sealant adhesion.
- E. Install sealants immediately after joint preparation.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool exposed joint surface flat.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Require sealant manufacturer to be present at project site to:
 - 1. Observe sealant mockup installation and to issue reports of observations.
 - 2. Conduct field pre-construction testing.

3.6 CLEANING

- A. Remove masking tape. Clean adjacent surfaces soiled by sealant installation.

END OF SECTION

SECTION 09900 - ELASTOMERIC ACRYLIC COATING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes surface preparation and field coating of the following:
 - 1. The work shall consist of surface cleaning, concrete/masonry patching, crack and joint repair and the application breathable, elastic, UV resistant, waterproof acrylic coating for exterior walls.

1.02 SUBMITTALS

- A. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross- reference the specific coating, finish system, and application. Identify each material by manufacturer's general classification.
- B. Manufacturer's Information: Provide manufacturer's technical information, including instructions for handling, storing, and applying each coating material proposed for use.
- C. Samples for Initial Selection: Provide color charts showing the full range of colors available for each type of finish-coat material indicated.
- D. Samples for Verification: Provide stepped samples, defining each separate coat. Use representative colors when preparing a job site mock-up for review. Reapply until required sheen, color and texture are achieved.

1.03 QUALITY ASSURANCE

- A. The Contractor shall give the Architect/Engineer and coating Manufacturer a minimum of three days advance notice of the start of any field surface preparation work or coating application work.
- B. All work on surface preparation and coating application shall be performed in the presence of the Architect/Engineer or his designated representative, unless the Architect has specifically allowed the performance of such work in his absence.
- C. Only applicators trained in the application of the specified products will be allowed to work on the project.
- D. Equipment: All equipment for application of the coating and shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the coating manufacturer.

1.04 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. The Contractor shall purchase coatings from the accepted manufacturer. The manufacturer shall assign a local representative to periodically observe the application of the product. The Contractor shall submit a detailed report to the Owner at the completion of his work identifying the products used and verifying that said products were applied in accordance with the written specification.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).

3. Manufacturer's stock number.
 4. Thinning instructions.
 5. Application instructions.
 6. Color name and number.
 7. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45° F (7° C). Maintain containers in storage in a clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

1.06 PROJECT CONDITIONS

- A. Apply water-based coatings only when the air temperature is 45° F and rising.
- B. Do not apply water-based paint in snow, rain, fog, or mist; or at temperatures less than 5° F (3° C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Approved Manufacturers:
 1. RD Coatings USA (Basis of Design)
 2. Lucas Acrylic Coatings
 3. Sherwin Williams Loxon XP
 4. GAF Hydrostop Acrylic Coatings
- B. Products of other manufacturers, comparable in quality and type of those specified will be considered. Product data must be provided, substantiated by certified tests that prove that the substituted material is equal in performance to the coating material specified. The written acceptance by the Architect/ Engineer must be obtained before the Contractor uses any such alternative products.
- C. Masonry Patching: Acrylic -modified one part concrete Cement-Filler, or similar Single package Portland Cement, non-shrink patching material.
- D. Caulking: One part, waterborne, recoatable acrylic dispersion.
- E. Primer: Acrylic impregnating water borne primer. The coating shall be a one part, acrylic, water borne, self-priming coating which can be applied either by brush or roller. Volatile organic compounds shall be 0% per gallon. Primers must be used undiluted.
- F. Base Coat: Acrylic Polymer coating with 71% solids by weight and 58% solids by volume. Volatile organic compounds shall be 45 g/l.
- E. Finish Coat: Acrylic polymer coating with 71% solids by weight; 58% solids by volume. Volatile organic compounds shall be 45 g/l. All above products shall be a one part, acrylic, thixotropic liquid, which can be applied either by brush, roller or airless spray equipment. The coating System shall form a seamless rubber waterproof membrane that can bridge small active cracks at cold temperatures, is unaffected by long-term weathering or ultraviolet light. The coating shall be breathable for water vapor but will reduce the diffusion of CO₂.
- F. Accessory materials: Rust inhibitive coating to be used on exposed metals such as reinforcing bars etc. Volatile organic compounds shall be 8 g/l. Reinforcing Fleece to be used locally over active joints, cracks, and concrete patches.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. General: Surfaces to be coated shall be cleaned as required by the coating manufacturer to properly receive prime and finish coats. No surface preparation method shall be used unless acceptable to the coating manufacturer and the Architect/Engineer.
- B. Pressure Washing: All the surfaces of the existing walls shall be pressure washed at a pressure of 4,000 psi to remove all dirt, contamination, loose concrete, old unsound coatings and cementitious patch material not removed by power tools. The pressure washer shall be fitted with a 0° Spinner Tip and held at a distance of 6" to 12" from the surface, while staying perpendicular to the surface. Depending on the substrate, such as certain brick, soft stone etc, the pressure may have to be decreased or the 0° tip replaced with a fan tip. This will be determined during preparation of the Mock-up sample area.
- C. Hand and Power Tools: As necessary to remove all areas of unsound concrete and mortar splatter.

3.02 MATERIALS PREPARATION

- A. Materials Preparation: Mix and prepare coating materials according to manufacturer's written instructions.
- B. Maintain containers used in mixing and applying coating in a clean condition, free of foreign materials and residue.
- C. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- D. Use only thinners approved by paint manufacturer and only within recommended limits.

3.03 COATING APPLICATION

- A. Minimum surface and atmospheric conditions: All surfaces must be completely dry. If the surfaces have picked up atmospheric pollutants, dust or airborne contaminants since the masonry was pressure washed, or at any other time during the project, it may be necessary to rinse the surface prior to applying the next coating.
- B. Temperature must be 45° F. and rising for 24 hours. If the relative humidity is above 85% consult the Manufacturer's Representative before proceeding with any coating application.
- C. Mock-up: The contractor must apply the specified system to a 10'x10' area and have it approved by the Architect/Engineer
- D. Coatings shall be applied without runs, sags, thin spots, pinholes or unacceptable marks. Coatings shall be applied at the rate specified by the coating manufacturer to achieve the minimum dry mil thickness required. Additional coats shall be applied, if necessary, to obtain thicknesses specified.
- E. Coatings shall be applied either by roller, brush or spray in strict accordance with the Manufacturer's instructions, as well as with the full knowledge of the Architect/Engineer.
- F. The Contractor shall follow a system of using different colors so that no two coats on a given surface are exactly the same color. Wet film thickness gages will be utilized for quality control.

- G. Special areas: Special attention shall be given to insure that edges, corners and crevices receive a film thickness equivalent to that of the adjacent coated surfaces.
- H. Masonry Patching: Cement Filler or similar cementitious patching material.
- I. Acrylic Wall Coating Sequence: The following coating sequence must be followed in the application of the coating specified. Change colors for each coat.
 - 1. Prime all concrete surfaces. Use a 3/4" nap roller and saturate the surface, the spread rate is approximately 1500 sf / 20 liter.
 - 2. All cracks over 1/16" must be filled and sealed.
 - 3. After the primer has dried, apply base coating at a thickness of 15 mils DFT.
 - 4. Apply the finish coat of elastomeric coating using a 1/2" to 3/4" nap roller, brushes or airless spray, at a thickness of 15 mils DFT.
- J. Completed Work: The completed system shall be uniform in color and texture.

3.04 QUALITY WORKMANSHIP

- A. The Contractor shall be responsible for the cleanliness of the coating operations and shall use covers and masking tape to protect the new and existing material not intended to be coated whenever such covering is necessary, or if so requested by the Owner. Any coatings identified for removal shall be carefully removed without damage to any finished coatings or surface. If damage does occur, the entire surface, adjacent to and including the damaged area, shall be recoated without visible lap marks and without additional cost to the Owner.
- B. Coatings found defective shall be removed and recoated as required by the architect / engineer. Before final acceptance of the Work, damaged surfaces shall be cleaned and recoated as directed by the architect / engineer.

3.05 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and applicator agree(s) to repair or replace materials that fail due to pre-mature deterioration or issues during application.
 - 1. Warranty Length: 5 years from date of substantial completion

3.06 CLEANING

- A. Clean up: At the end of each workday, remove empty cans, rags, rubbish and other discarded paint materials from the site.
- B. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surface.

END OF SECTION

ELASTOMERIC ACRYLIC COATING (SCOPE OF WORK)

A. Contractor Requirements:

1. Pressure wash / clean the existing stone copings.
2. Seal all masonry stone joints utilizing the manufacturer's approved flashing grade sealant.
3. Install new elastomeric acrylic coating over the entire masonry stone coping substrates utilizing no less than two (2) coats per the manufacturer's requirements. (Owner to select color)
4. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
5. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
6. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
7. Provide the Owner with a 5-year Manufacturer's Warranty.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specification sections apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified including accent painting.
- B. Work includes painting and finishing of exterior exposed wood items and surfaces replaced throughout project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified under other sections of work.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- E. Following categories of work are not included as part of field-applied finish work.
 - 1. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Fed. Spec. number, if applicable.
 - 3. Manufacturer's stock number and date of manufacturer.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degree F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degree F and 95 degree F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are listed as acceptable substitutions to the establish minimum standards. Sherwin Williams Products are listed as the basis of design.
 - 1. Sherwin Williams Paint Company (SW)
 - 2. Benjamin Moore and Co. (Moore).
 - 3. Pittsburgh Paints (PPG).
- B. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.

2.2 MATERIALS

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
 - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
 - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
 - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify owner in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. If work is begun before satisfactory conditions are met, then it shall be the Applicators' responsibility for the finish surfaces conditions.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
 - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

3. Contractor MUST remove ALL foreign matter/material not pertinent to new paint from all surfaces before application of any new paint. Foreign matter/material includes, but is not limited to, flaking paint, tape, tacks, nails, poster gum, adhesives of any kind etc.
4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- B. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
 1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 2. When transparent finish is required, use spar varnish for backpriming.
 3. Backprime all exposed exterior wood. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
 4. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. If film exists, remove film and strain paint material.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
 1. Provide finish coats which are compatible with prime paints used.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness not less than specified thickness.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Prime Coats: Apply prime coat where required to be painted or finished, and which has not been primed coated by others.
 1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 1. Provide satin finish for final coats, unless otherwise indicated.
- G. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
 1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
 2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each day.

- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 EXTRA STOCK

- A. Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
 - 1. Paint: Furnish not less than one gallon for each type and color, applied.

3.8 EXTERIOR PAINT SCHEDULE

A. GENERAL

- 1. Paint all new roof penetrations at roof areas, including roof attic ventilators and exhaust fan housings.
- 2. General: Provide the following paint systems for the various substrates, as indicated.

B. EXTERIOR METALS

- 1. Ferrous Metal.
 - a. Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
 - iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
 - b. (*Contractor Option*) Waterbased Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
 - iv. 3rd Coat: S-W Pro Industrial Water-based Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 - 1.7 mils dry per coat).

C. EXTERIOR WOODWORK

1. Painted Woodwork.

a. Exterior Acrylic Latex Gloss Finish.

- i. 2 finish coats over primer with total dry film thickness of not less than 5.0 mils. Back prime all trim.
- ii. 1st Coat: S-W Exterior Oil-Based Wood Primer, Y24W08020 (4 mils wet, 2.2 mils dry).
- iii. 2nd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series.
- iv. 3rd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series (4 mils wet, 1.5 mils dry per coat).

END OF SECTION

SECTION 22000 - PLUMBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Roof drain obstruction removal
- B. Roof drain plumbing repairs

1.2 RELATED SECTIONS

- A. Section 06100 Rough Carpentry
- B. Section 075419 Polyvinyl-Chloride (PVC) Roofing

1.3 REFERENCES

- A. FM: FM Global
- B. NEMA: National Electrical Manufacturers Association
- C. OSHA: Occupational Safety and Health Administration

1.4 SUBMITTALS

- A. General:
 - 1. Comply with the requirements of Section 013300, Submittal Procedures, and the additional requirements specified herein.
- B. Product Data:
 - 1. Submit product data for review on all plumbing components

1.5 QUALITY ASSURANCE

- A. Materials and equipment shall be new. Work shall be of good quality, free of faults and defects.
- B. All equipment shall fit in the space provided.
- C. Workmanship:
 - 1. Install all materials in a neat and workmanlike manner.
 - 2. Follow manufacturer's directions. If they are in conflict with the contract documents, obtain clarification before starting work.
- D. Cutting and Patching:
 - 1. Cutting, patching and repairing for the proper installation and completion of the work specified in this division, including plastering, masonry work, concrete work, carpentry work, firestopping, and painting, shall be performed by skilled craftsmen of each respective trade in conformance with the appropriate division of work. Additional openings required in building construction shall be made by drilling or cutting.
 - 2. Fill holes which are cut oversize so that a tight fit is obtained around the objects passing through.
 - 3. New or existing work that is cut or damaged shall be restored to its original condition. Where alterations disturb existing finishes, the surfaces shall be repaired, refinished and left in condition existing prior to commencement of work.

1.6 PROJECT CONDITIONS

- A. Coordinate exact requirements governed by actual work conditions. Check all information and report any discrepancies before fabricating work. Report changes in time to avoid unnecessary work.
- B. Comply with the requirements of Section 017000, Execution Requirements, for investigation prior to penetration of floor slabs.

PART 2 - PRODUCTS

2.1 REPLACEMENT PLUMBING COMPONENTS

- A. Replace damaged / deteriorated plumbing lines resulting in open conditions
 - 1. Piping: Match existing
 - 2. Sealant: Product manufacturer's approved joint sealants

PART 3 - EXECUTION

3.1 TESTING

- A. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
- B. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.

3.2 CLEARING OF DRAINS

- A. Prior to any demolition activities, coordinate safe-off of live utilities.
- B. Perform approved techniques to open any partial or complete blockages (mechanical drilling, high pressure air / water forcement, etc.)

3.3 REPLACEMENT OF DRAIN OR PLUMBING COMPONENTS

- A. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
 - 1. Protect interior finishes from potential damages.
 - 2. Remove or relocate plumbing piping, wiring, devices and other equipment encountered in existing areas affected by this work.
 - 3. Replace affected plumbing components with equal products.
 - 4. Replace / repair adjacent structural or finished components disturbed during the plumbing replacement process.

3.4 FINAL TESTING

- A. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.

3.5 CLEANING

- A. Clean plumbing equipment, fixtures and piping of stampings and markings (except those required by codes), iron cuttings, and other refuse.
- B. Clean scratched or marred painted surfaces of rust or other foreign matter and paint with matching color industrial enamel, except as otherwise noted.

END OF SECTION

PLUMBING (SCOPE OF WORK)

A. Contractor Requirements:

1. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
2. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.
3. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
4. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.
5. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
6. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
7. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

EXHIBIT ONE

INFRARED SCAN

By

ROOF ASSET MANAGEMENT, INC.

January 11, 2023

RAM ROOF ASSET MANAGEMENT, INC.

FL ARCHITECTURE CERT. OF AUTH. 26000505

FLORIDA

Post Office Box 320426
Tampa, Florida 33679
Phone (863) 701-2742
Fax (863) 583-0356

ALABAMA

4950 Woodfield Drive
Millbrook, AL 36054
Phone (334) 590-7999
Fax (334) 290-0678

**Harmon Recreation Center
1611 Belfast Street
Mobile, AL 36605**

INFRARED SCAN

Jan 11 2023



Inspection Date: Jan 11 2023

Thermographer: Tony Weaver

Roof Area: All

Client: City of Mobile

Project Name: Harmon Recreation Center

Address: 1611 Belfast Street

City: Mobile

State: AL

Zip: 36605

Weather Conditions: Sunny

Temp: 71.6 °F

Relative Humidity: 83.13 % Dew Point: 66.2 °F

Barometric Pressure: 30.04 mb/hPa

Start Time: 4:30PM

Equipment Info: Flir e50bx

System Manufacturer: Unknown

Deck Type: Variuos

Vented:

Roof System: Modified

Type: SBS

Attachment: Fully-Adhered

Surfacing: Granules

Insulation: Yes

Type:

Insulation Thickness:

Attachment:

Cover Board:

Type:

Insulation Thickness:

Attachment:

Observations

An infrared moisture scan was performed throughout the required roof areas at the above named facility to assist in determining the presence of moisture within the existing roof system(s) and associated flashing components, if any. The scan was executed with a Flir thermal imaging camera and began in the late evening to allow the surface temperature of the roofs to begin cooling. All required roof areas were scanned in small increments to ensure a close observation of all flashings, perimeters, penetrations, and miscellaneous roof components. Various photographs were captured with infrared and digital cameras to document the results of the scan. Several of these photographs are included on the following pages.

The complete scan of the required roofs and flashings revealed a combined total of 2,088 square feet (20.88 sqs) of moisture present within the existing roof system at locations as noted below and on the attached roof images.

- Area A - 348 sqft. (3.48 sqs.)
- Area B - 478 sqft. (4.78 sqs.)
- Area C - 45 sqft. (.45 sqs.)
- Area D - 1,217 sqft. (12.17 sqs.)

All roof areas identified as wet by the infrared camera were tested with a Tramex moisture meter to validate the presence of moisture. Confirmed wet roof areas were marked with spray paint on the existing roof surface and documented on the attached roof image to assist with the identification of the affected locations. The areas of moisture were primarily located around wall / base flashings, edge flashings, roof penetrations, curb flashings, etc..

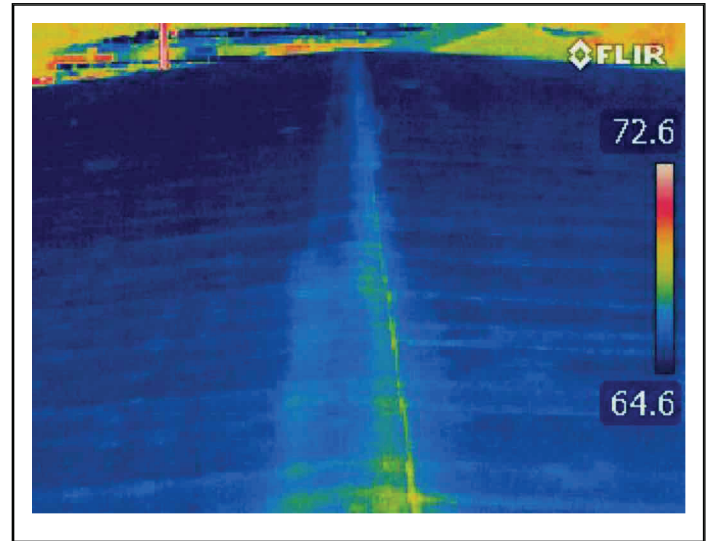
Based on the information obtained during this moisture scan, it appears the existing roof system(s) are dry throughout a large portion of the roofs with the exception of the square footage listed above and noted on the attached roof image. There were no destructive tests performed during the infrared scan process. Additional verification of moisture should be performed by the roofing contractor during the specified work by exposing any underlying layers of insulation, felt plies, decking, etc. at all marked roof areas. All wet roofing components should be replaced or repaired per the project requirements and manufacturers recommendations prior to the installation of new roofing materials.

(Note: The results of this infrared scan are based on the conditions observed on the date of the work. Results may vary over a period of time due to future weather conditions or additional deterioration of the existing roof systems.)



Description

General overview of the existing modified bitumen roof system.

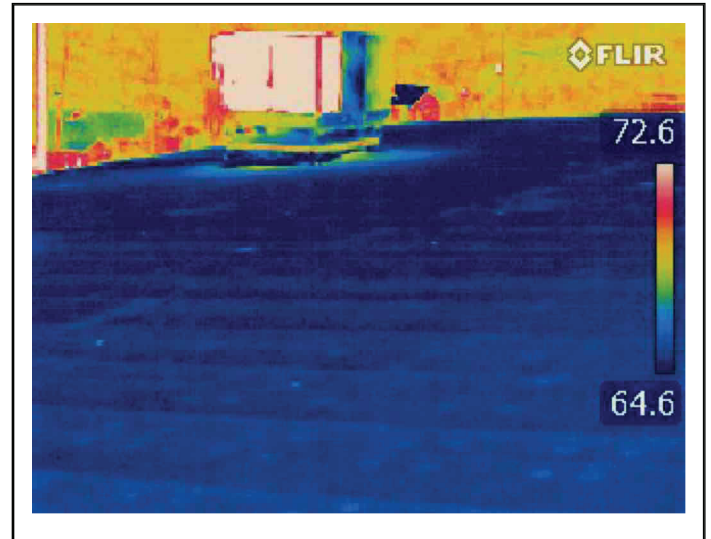


Infrared image of the roof area on left.



Description

General overview of the existing modified bitumen roof system.

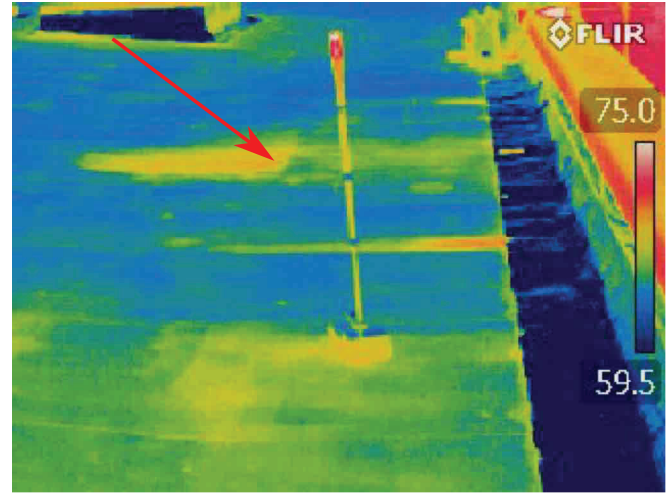


Infrared image of the roof area on left.

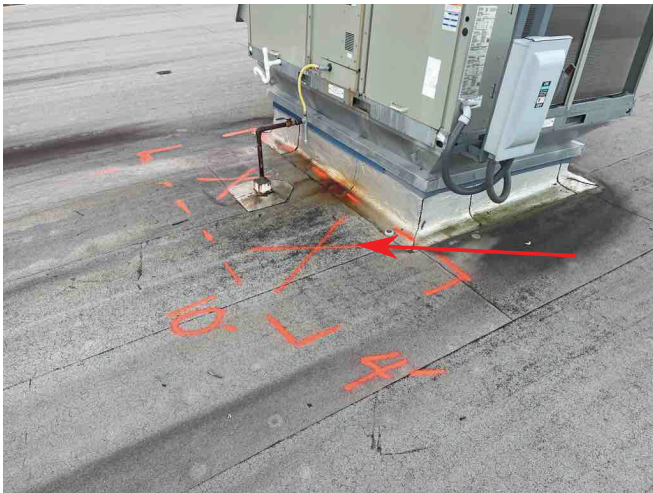


Description

Overview of area where moisture was found to be present within the existing roof system.

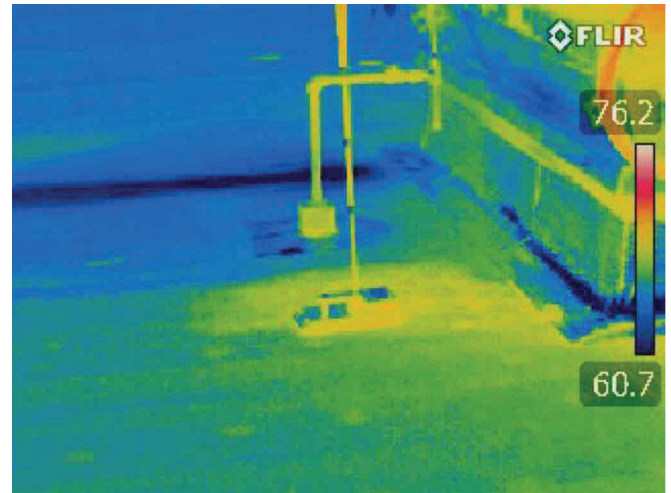


Infrared image of the roof area on left.



Description

Overview of area where moisture was found to be present within the existing roof system.

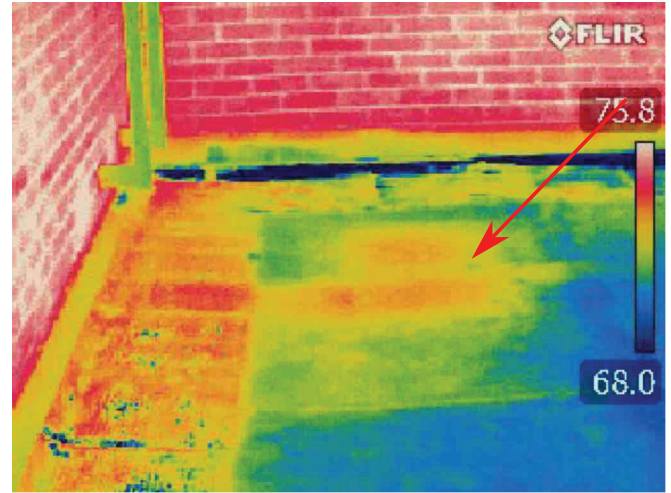


Infrared image of the roof area on left.

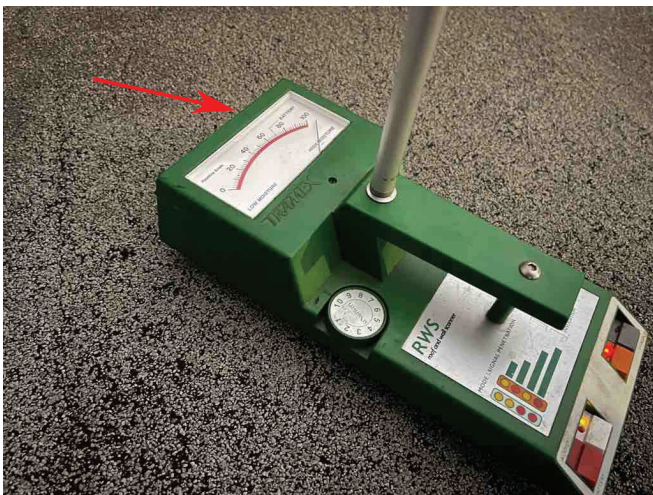


Description

Confirmed areas of moisture were marked with spray paint for identification purposes.



Infrared image of the roof area on left.



Description

All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.

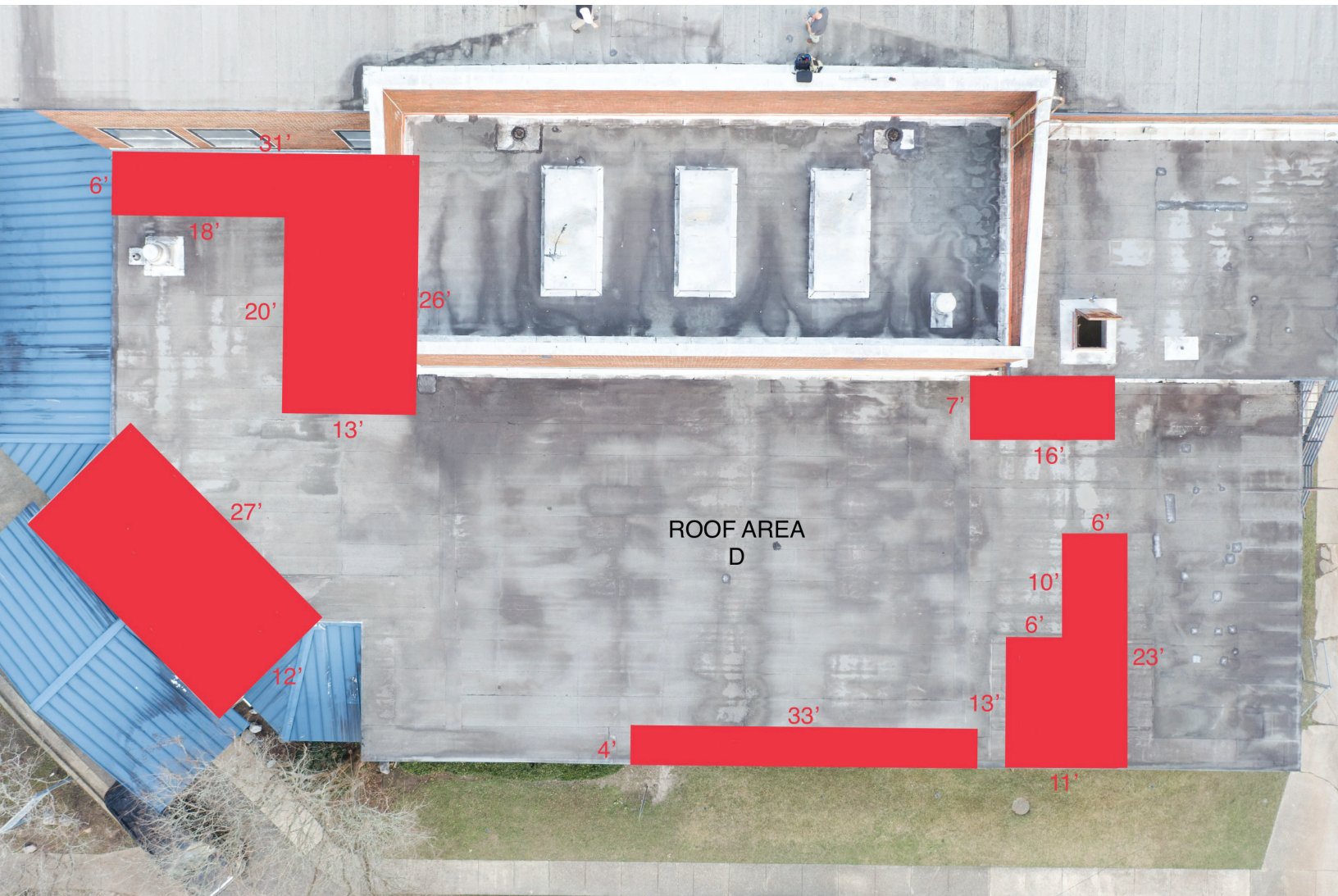


All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.

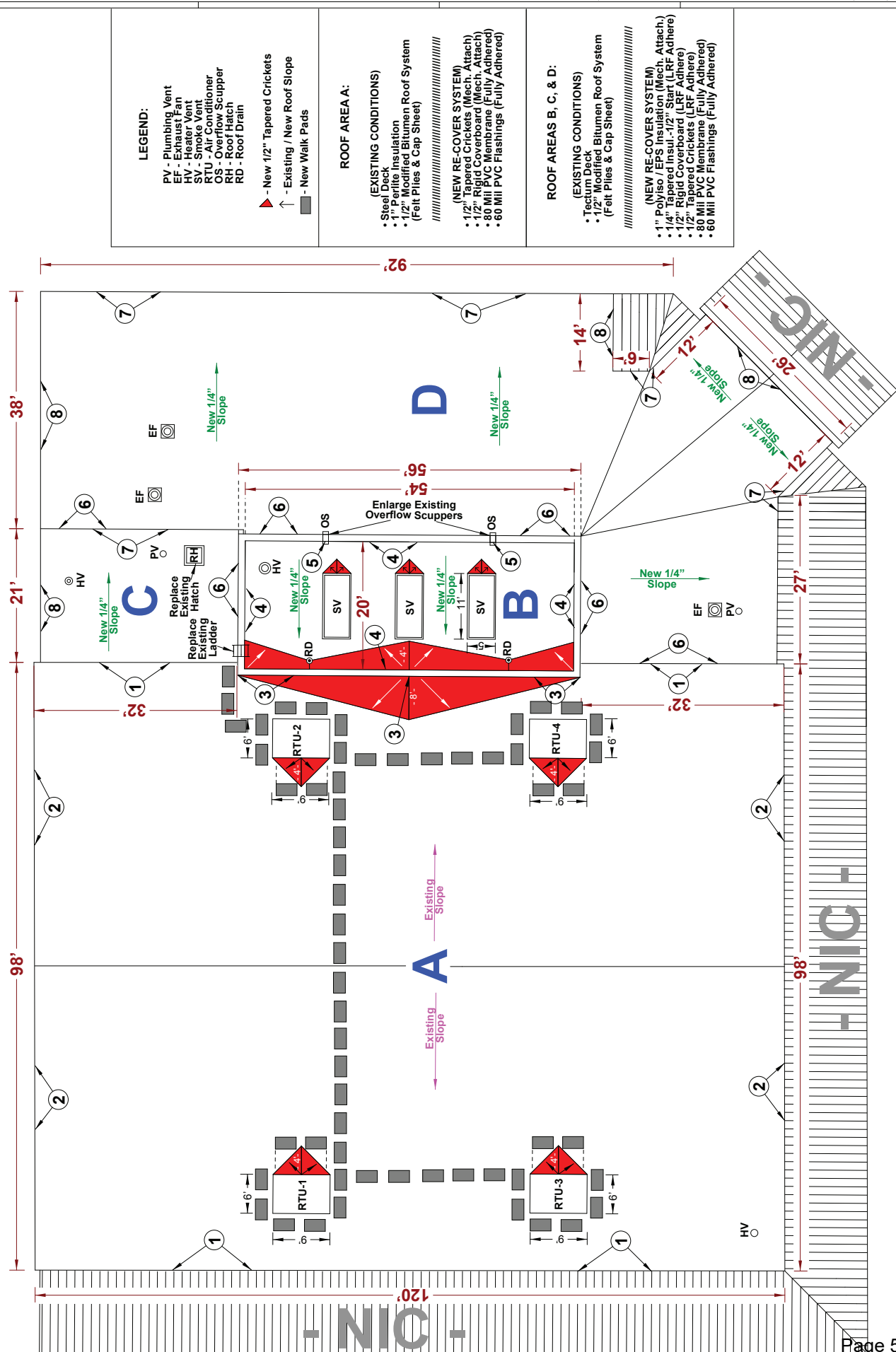








DRAWINGS





Contractor is responsible for all measurements and existing conditions.

Drawings are representative only and should not be construed as accurate.

Placement of equipment is relative and not exact.

All dimensions are approximate and subject to construction tolerances.

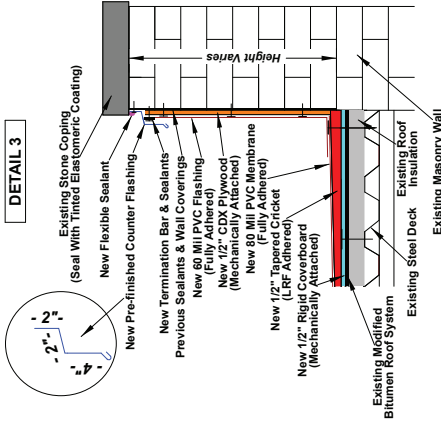
The plans document the general intent of the work. It is not intended to show all details in minute detail.

All details are shown for the purpose of execution only. The manufacturer's warranty shall govern all finishing details.

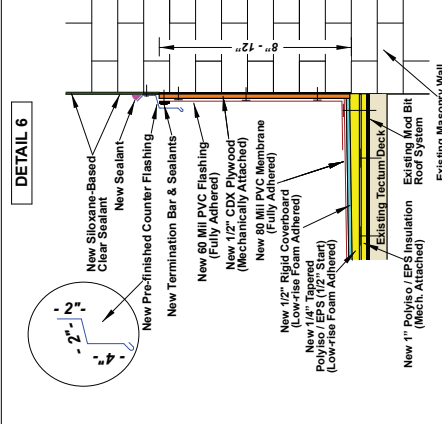
NEW ROOF DETAILS
(Page 2 of 2)

NOT TO SCALE

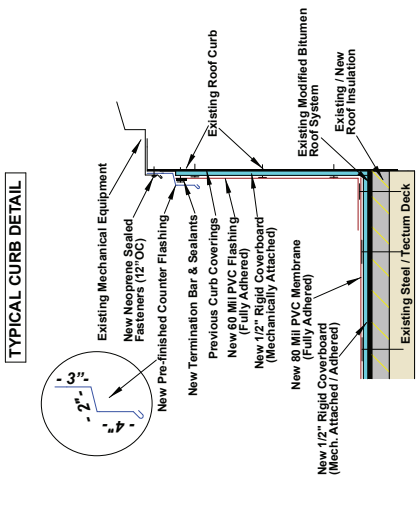
DETAIL 3



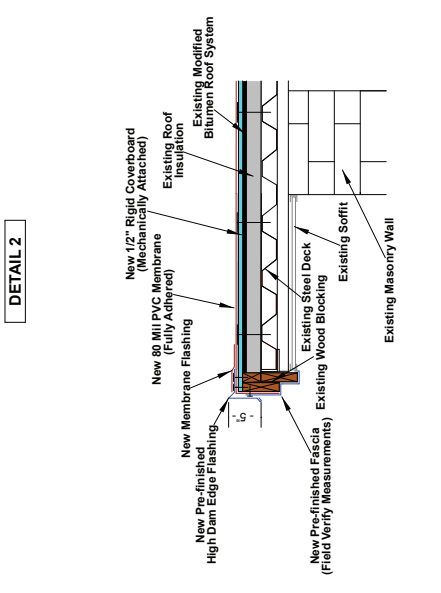
DETAIL 6



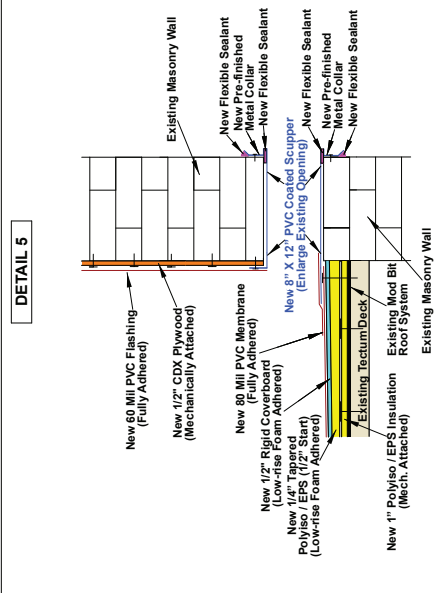
TYPICAL CURB DETAIL



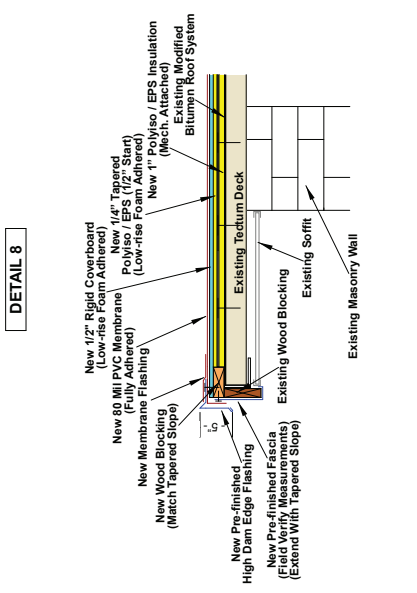
DETAIL 2



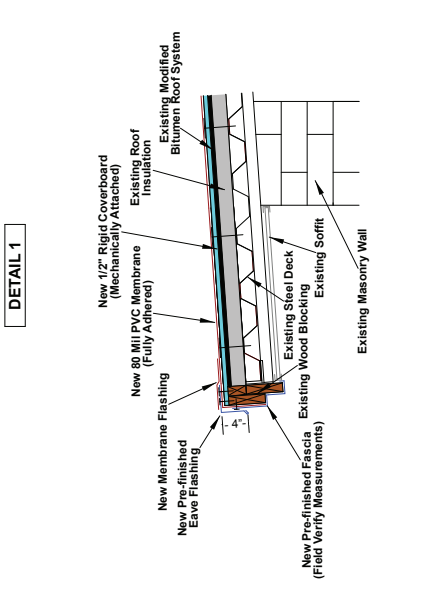
DETAIL 5



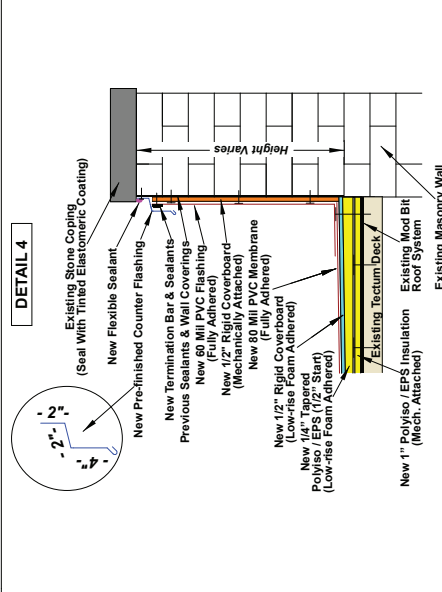
DETAIL 8



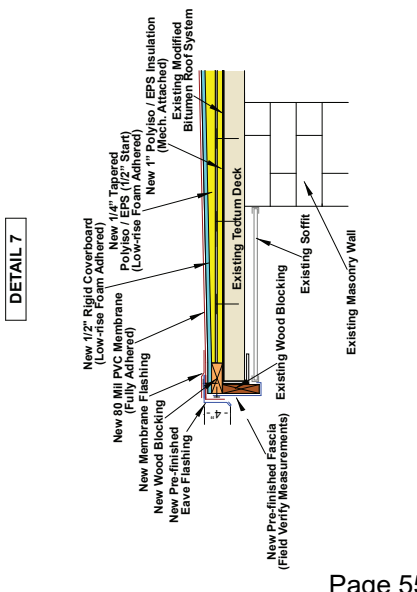
DETAIL 1



DETAIL 4



DETAIL 7





ADDENDUM NO. I

August 22, 2025

Harmon Recreation Center
(Project No. PR-057-23)
1611 Belfast Street
Mobile, AL 36605

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated August 11, 2025. All bidders shall acknowledge the receipt of this Addendum and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

A. Bid Clarifications:

1. The mandatory pre-bid meeting was held on site August 19, 2025, per the project advertisement. A meeting attendance roster is attached to this Addendum.
2. The advertised bid opening date / time has not been altered by this addendum.
3. Bidders shall ensure they comply with the qualification requirements noted the quality assurance portion (section 075419) of the project specifications. The successful bidder will be required to provide a qualification submittal prior to the award of the project.

➤ **Qualification Submittal:** The following qualification information shall be submitted to the owner **prior to the award of the project.** The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.

- The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (5) five years prior to the bid process.
- The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
- The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
- The roofing contractor/installer company must have been in business for no less than five (5) consecutive years under their existing name or the name of an associated parent company.
- Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (5) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.

4. Two(2) Section 01010 (Summary of Work) documents are included in the project specifications. Bidders shall replace both of these documents with the attached Section 01010 (Summary of the work) document.
5. Bidders shall replace the original bid form with the attached bid form. **Bids must be submitted utilizing the new / attached bid form.**
6. This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. **Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
7. The Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations and will attach to the contract the company's documentation of enrollment in E-Verify.
8. Bidders shall ensure they include the unit priced item amounts identified on the bid form in their base bid. The unit prices provided will be used to add or deduct from the total contract amount based on the actual replacement of deteriorated, wet, or damaged items. (Note: The contractor will be responsible for photographic documentation of any deteriorated, wet, or damaged items during the work with correct measurements noted on the roof plan for verification. Undocumented replacement items will not be reimbursed.)
9. All specific products / materials identified in the project specifications have been utilized as a "Basis of Design". Additional manufacturers and products will be considered for approval, if properly submitted for substitution. All products must meet the requirements of the project documents with no additional alterations required for installation.
10. IB Roof Systems has been approved as an acceptable low slope PVC roofing manufacturer subject to their compliance with all project and warranty requirements during the submittal process.

B. Equal Opportunity Clarification:

1. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard. B. C. D. E.
2. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
3. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

4. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

C. Project / Work Information:

1. Employee access to the roof areas will be on the exterior of the building. As discussed during the pre-bid meeting, the available rooftop loading access appears to be restricted to the Southwest end of the building due to the existing landscaping and / or overhead powerline locations.
2. The building will remain in operation during the roofing process. Any interruptive work (A/C disconnect / re-connect, etc.) must be coordinated with the owner prior to the beginning of the work. There shall be no interruption of service to the building during any scheduled event. Boom trucks, cranes, etc. must be staged in areas so the regular operation of the building is not compromised. Any necessary mechanical, electrical, and/or plumbing work throughout the contract will be the responsibility of the contractor.
3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
4. The contractor's supervisor / foreman shall be **ON THE ROOF AT ALL TIMES** when the roofing system is being installed. This requirement will be strictly enforced.
5. Prior to installation, the roofing manufacturer shall provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and consultant.
6. The Roofing Contractor shall perform a minimum of (2) test welds per day (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the owner / consultant.
7. The contractor shall provide a safety "flag man" on the ground at all times during groundwork activities. This flag man shall direct any foot or automobile traffic around or away from the groundwork area.
8. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
9. The contractor must ensure all entrances remain open throughout the project. The contractor will be required to provide covered walkways at entrances during any overhead work.
10. The contractor shall obtain a portable toilet to be located on the roof or at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.

11. The project construction time is 90 calendar days - The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the owner and consultant, in writing, on a weekly basis. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade. (Additionally, the contractor shall document any non-workdays due to requests by the owner or building staff.). The contractor shall submit any non-workdays due to inclement weather or inability to work due to a scheduled event on a **Weekly Basis** to the owner and consultant. (Note: Non-workdays which are not properly submitted may result in the loss of these missed days.)
12. Typical work hours: Monday – Friday (7:30 am – 4:30 pm) - After hours and weekend work will require prior approval by the owner.

END OF ADDENDUM NO. I

[illegible]

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Scope of Work:
The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center per the project documents, existing conditions and manufacturer requirements.
(Note: See individual scopes of work in Divisions 5, 7, 9, and 22 in the technical portions of the project specifications for detailed information.)
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.

- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may not use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Contractor shall provide temporary sanitary facilities throughout construction.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted by the contractor for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-057-23
PROJECT NAME: Harmon Recreation Center – Re-Roofing
PROJECT LOCATION: 1611 Belfast Street, Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated August 11, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (**CAUTION:** before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY
NAME:** _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: \$ _____ .00

Contingency Allowance: + \$ 25,000.00

Total Base Bid: \$ _____ .00

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$ _____ .00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

- **Unit Price #1:** Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck). Include the removal and replacement of 1,500 square feet of metal deck in the Base Bid.

\$ _____ SF

- **Unit Price #2:** Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.

\$ _____ SF

- **Unit Price #3:** Remove and replace one (1) square foot of sodden or otherwise unsuitable 2-1/2" thick tectum decking (Roof Areas B, C, & D). Include the removal and replacement of 200 square feet of unsuitable tectum decking in the Base Bid.

\$ _____ SF

- **Unit Price #4:** Remove and replace one (1) square foot of wet insulation and/or roofing components identified by the infrared moisture scan provided in the project specifications. Include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A – 500 SF / Roof Area B – 500 SF / Roof Area C – 100 SF / Roof Area D – 1,300 SF)

\$ _____ SF

CONTINGENCY ALLOWANCE: \$25,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2025

Notary Public

- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims: Bates

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Karl Bates

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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 claims of Karl Bates, 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims: Rodgers

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Josephine Rodgers

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, 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 claims of Josephine Rodgers, 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

RESOLUTION CALLING FOR PUBLIC HEARING

Sponsored by: Mayor William S. Stimpson

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX
A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE,
CHAPTER 64 OF THE MOBILE CITY CODE, 2022**

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, December 2, 2025**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, adopted July 12, 2022 by the City Council. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Wednesday, November 26, 2025**.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
 - Section 1. General Provisions
 - Section 2. Administrative Procedures
 - Section 3. Zoning Sub-Districts
 - Section 4. Use Regulations
 - Section 5. Development Standards
 - Section 6. Frontage Standards
 - Section 7. Building Design and Material Standards
 - Section 8. Nonconformities
 - Section 9. Definitions and Rules of Construction

The proposed amendments can be viewed on the City of Mobile's website at <https://mapformobile.org/udc/>.

A copy of the proposed amendments is available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Publish: Three Consecutive Weeks in LEGAL section in standard form; and also one time in regular section [DISPLAY AD] in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

**AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN
DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN APPENDIX
A OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE
MOBILE CITY CODE**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the “DDD Code” set forth in Appendix A of the Unified Development Code,
Chapter 64, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022) be,
and the same hereby is, amended so that it now reads in full as set forth in the attached.

The amendment of Appendix A, the DDD Code set forth in the Unified Development
Code, Chapter 64, shall be effective upon adoption and publication as required by law.

APPROVED:

CITY CLERK

Appendix A Unified Development Code

Contents

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts.....	9
Section 4.	Use Regulations	27
Section 5.	Development Standards	30
Section 6.	Frontage Standards	41
Section 7.	Building Design and Material Standards	64
Section 8.	Nonconformities	68
Section 9.	Definitions and Rules of Construction	70

Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70 – 11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

Section 2 Administrative Procedures

Section 1.D. Relationship to UDC

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.
2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in o, and definitions in the UDC. The definitions in o shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

- (1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).
- (2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.
- (3) Site plans shall demonstrate compliance with the following sections of the DDD code:
 - a. Section 4, Use Regulations;
 - b. Section 3, Zoning Sub-Districts;
 - c. Section 5, Development Standards;
 - d. Section 6, Frontage Standards; and
 - e. Section 8, Nonconformities.
- (4) Building design documents shall demonstrate compliance with the following sections of the DDD code:
 - a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;
 - b. Section 5.D, Signs; and

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

- (1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code.
- (2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.
- (3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with subsection 6 below.

(d) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(e) *Re-Review Following Permitting*

- (1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

- (2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.
- (3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

- (1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:
 - a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.
 - b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district
 - c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.
 - e. From the SD-WH sub-district to an adjacent sub-district.
 - f. To assemble multiple properties in single ownership into one sub-district.
- (2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.
 - (3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.
 - (4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

- (1) The date the owner acquired the property, purchase price and condition on date of acquisition;
- (2) If and when the structure has been cited or received a notice of violation of the City Code;
- (3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- (4) Whether the property has been listed for sale, prices asked, and offers received, if any;
- (5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;
- (6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;
- (7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

- (1) The director shall review the application and make a decision on the application based on the following criteria:
 - a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;
 - b. Whether the demolition will impair the unique character of the DDD;
 - c. Whether there are redevelopment plans for the site;
 - d. Whether the redevelopment plans conform to the DDD code;
 - e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

- (1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:
 - a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.
 - b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.
- (2) The Board of Adjustment may approve a demolition permit if it determines that:
 - a. The structure is a hazard to the public health and safety due to its condition; or
 - b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:
 1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.
 2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.
 3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

Section 3 Zoning Sub-Districts
Section 3.A. Zoning Sub-Districts Established

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

- (a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.
- (b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

- 1. The zoning sub-districts in Table 64-15-3.1: Zoning Sub-Districts Established are hereby established:

Table 64-15-3.1: Zoning Sub-Districts Established	
District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5.1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District – Warehouse

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.
3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.
4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

- (a) The primary frontage shall be:
 - (1) If a property abuts one street, the street that the property abuts;
 - (2) If a property abuts more than one street, and one of those streets is an A street, the A street; or
 - (3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.
- (b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.
- (c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.
- (d) On a site with multiple buildings, a principal building shall be designated.
- (e) Each floor in a building shall comply with the standards in Table 9.1:
Building Floor Height.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.2: T-6 Dimensional and Intensity Standards.

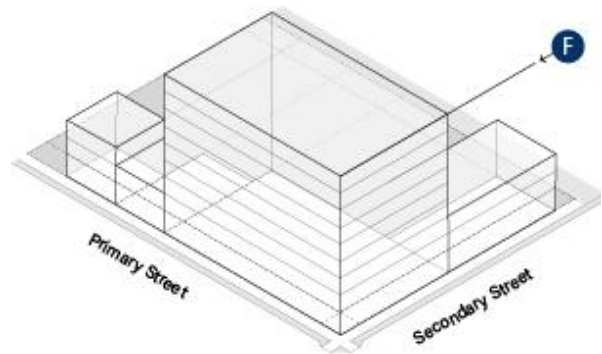
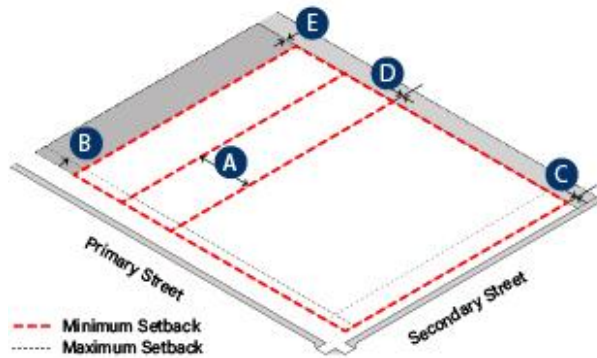
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.2: T-6 Dimensional and Intensity Standards



Site features

Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 No maximum [1]
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum

Setback, primary buildings

Primary frontage (ft), min max	B	0 10 [2] [3]
Secondary frontage (ft), min max	C	0 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings

Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form

Height, max	F	No maximum
-------------	---	------------

Frontage Types ● = Permitted

Lawn	
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
 [2] The setback may match the setback of an adjacent building along the same street frontage.
 [3] The maximum setback may be increased by 12 feet along Government Street.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

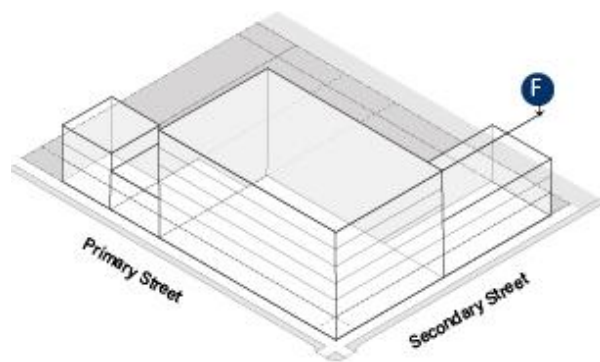
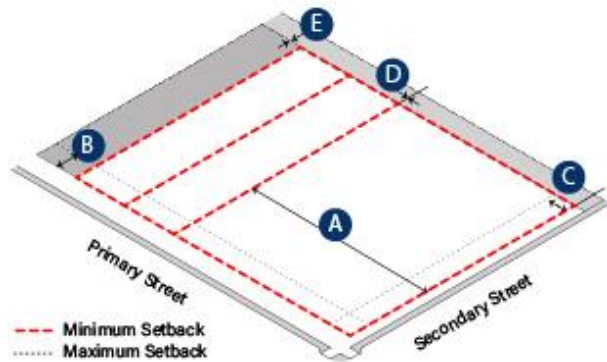
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.3: T-5.2 Dimensional and Intensity Standards



Site features

Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum

Setback, primary buildings

Primary frontage (ft), min max	B	0 5 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings

Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
- [2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere.
- [3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum setback may be extended an additional 12 feet along Government St.

Building Form

Height, max	F	3 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types ● = Permitted

Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

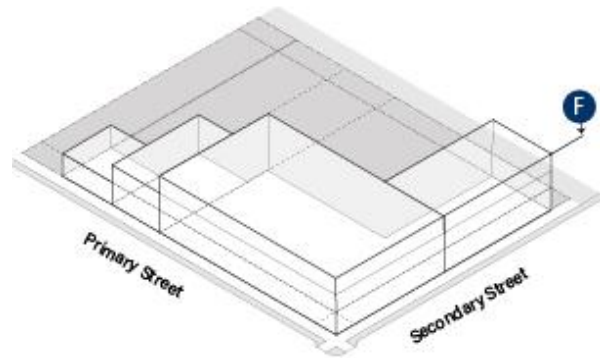
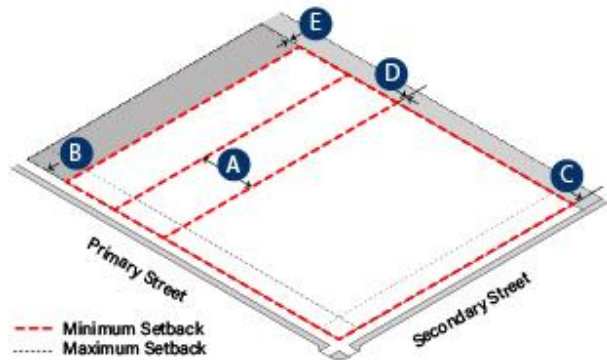
(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.4: T-5.1 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min max	B	0 12 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet
Frontage Types ● = Permitted		
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

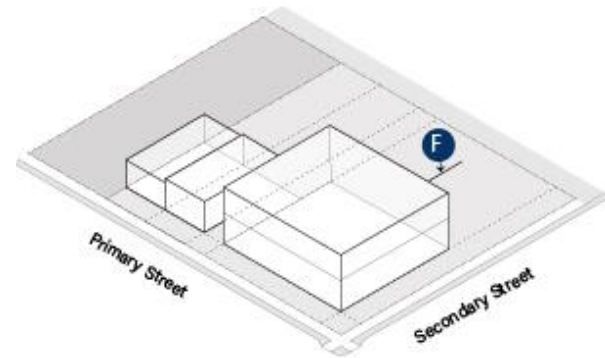
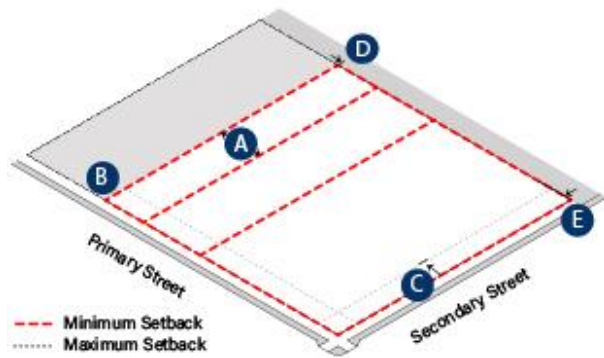
(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.5: T-4 Dimensional and Intensity Standards



Site features		Building Form	
Lot area (sf), min	No minimum	Height, max	F 2 stories [1]
Lot width (ft), min max	A 18 120		
Building per lot, max	3		
Building coverage (% of site), max	75		
Setback, primary buildings		Frontage Types ● = Permitted	
Primary frontage (ft), min max	B 0 12 [1]	Lawn	●
Secondary frontage (ft), min max	C 0 12 [1]	Terrace	●
Side (ft), min	D No minimum	Stoop	●
Rear (ft), min	E No minimum	Common Entry	●
Setback, outbuildings		Pedestrian forecourt	
Primary frontage (ft), min	To rear of the facade	Vehicular forecourt	
Secondary frontage (ft), min	To rear of the facade	Gallery	
Side (ft), min	No minimum	Shopfront	●
Rear (ft), min	No minimum	Transparency	
		Minimum Required Transparency	Location
		All building facades facing the street	20% Per floor
		Shopfronts – Ground Floor	50% Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

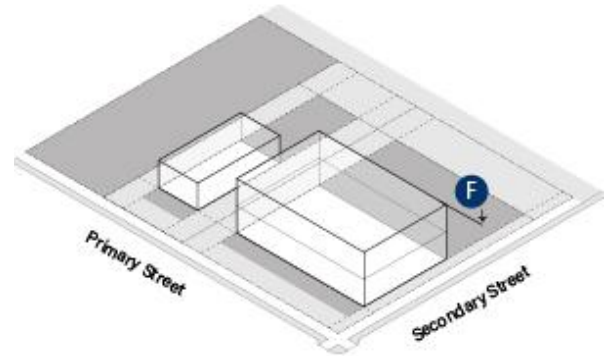
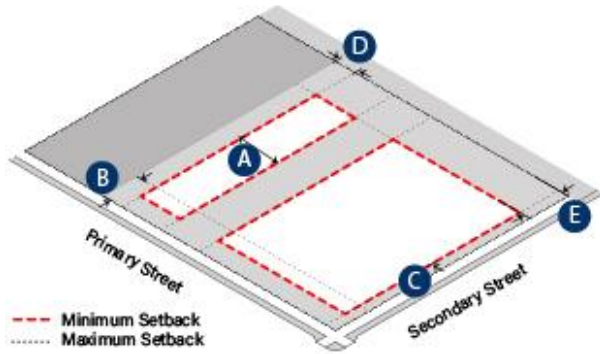
(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.6: T-3 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	40 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min max	B	10 18 [1] [2]
Secondary frontage (ft), min max	C	5 No maximum [2]
Side (ft), min	D	10 [1] [2]
Rear (ft), min	E	20 [1]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [1]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [1]
Frontage Types	● = Permitted	
Lawn	●	
Terrace	●	
Stoop		
Common Entry		
Pedestrian forecourt		
Vehicular forecourt		
Gallery		
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

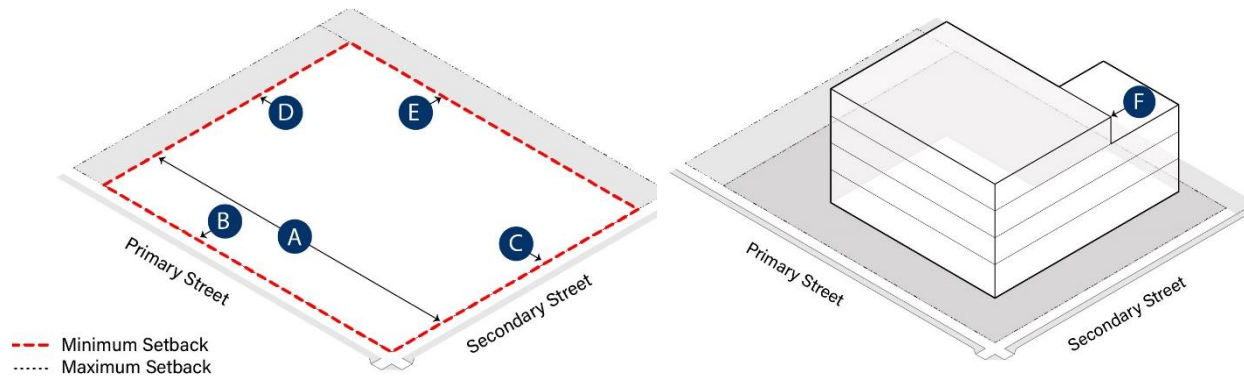
(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.7: Municipal District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	None

Setback, primary buildings

Primary frontage (ft), min max	B None
Secondary frontage (ft), min max	C None
Side (ft), min	D None
Rear (ft), min	E None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F 4 stories
Parking structure	60 feet

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency

Minimum Required Transparency Location

All building facades facing the street	20%	Per floor
--	-----	-----------

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

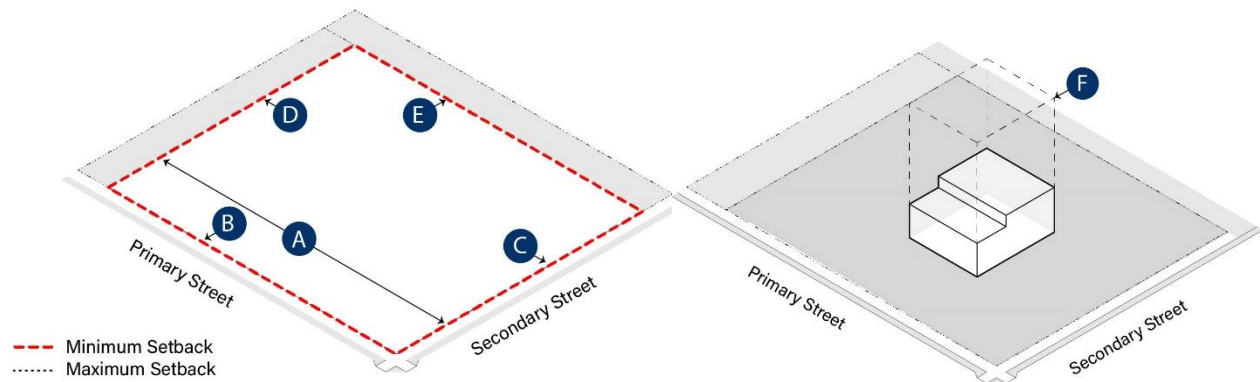
(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.8: Open District Dimensional and Intensity Standards



Site features

Lot area (sf), min		None
Lot width (ft), min max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max

Setback, primary buildings

Primary frontage (ft), min max	B	None
Secondary frontage (ft), min max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None

Setback, outbuildings

Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form

Height, max	F	4 stories
-------------	---	-----------

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency

Minimum Required Transparency Location

All building facades facing the street	20%	Per floor
--	-----	-----------

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

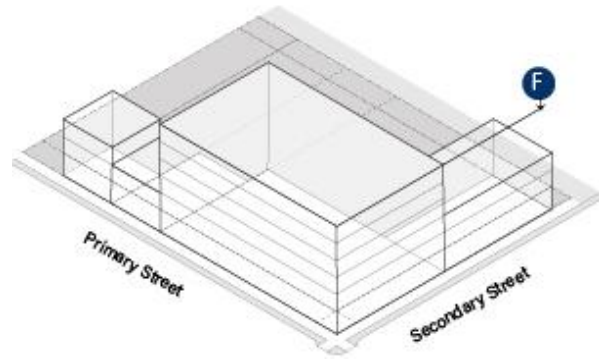
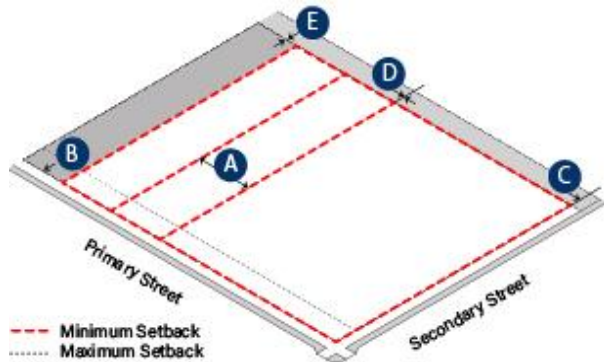
(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.9: SD-WH District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	No max

Setback, primary buildings

Primary frontage (ft), min max	B 0 10 [1]
Secondary frontage (ft), min max	C None
Side (ft), min	D None
Rear (ft), min	E None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F 6 stories
Parking structure	60 feet

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

[1] The maximum setback may extend an additional 12 feet along Government St.

Section 4 Use Regulations

Section 4.A. General

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An “R” in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
2. An “S” in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
3. A “C” in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R ⁴	R			R
	Mixed-use Light Manufacturing Component			R	R ⁴	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R ⁴	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R ⁴	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.A. General

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R ⁴	R			R
	Produce Growing, Processing & Sales		R	R	R ⁴	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R ⁵	R			R
	Private Educational Facility (Elementary)		R	R	R ⁵	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R ⁴	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R ⁴	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R ⁴	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R ⁵	R	R	R ⁵	R			R
	Boarding Houses & Dormitories	R ⁴	R	R	R ⁴	R			R
	Homeless & Emergency Shelter		S	S	S ⁶	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.B. Use-Specific Standards

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R ³	R ³	R ³	R ³	R ³	R ³	R ³	R ³
	Class 2 and 3 Communication Facilities	S ³	S ³	S ³	S ³	S ³	S ³	S ³	R ³
	Class 4 Communication Facility			S ³	S ³	S ³	S ³	S ³	S ³
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S ⁷	S ⁷	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved
2. Reserved
3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.
4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

- (a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.
- (b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

- (c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

- (1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.
- (2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

- (a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.
- (b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.
- (c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.
- (d) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

- (a) Off-street parking shall be accessed from a secondary frontage where available.
- (b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

Section 5 Development Standards
Section 5.A. Access and Off-Street Parking

- (c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.
- (d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a parking lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications			
District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum
[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb lots are permitted per parking lot.			

- (e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Decks and Service Areas*

Off-street loading decks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

- (a) In secondary frontages, towards the rear of the property; or
- (b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

- a. Five feet of fire hydrants;
- b. Four feet of loading zones and bus stop markers;
- c. Three feet of driveways and manholes;
- d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

Section 5 Development Standards

Section 5.B. Landscaping and Screening

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

A surface parking lot along a frontage shall be masked by one of the following:

- (1) A liner building covering the entire width of a parking lot, excluding any points of access or egress, or 70 percent of a width of a parking structure at ground floor frontage, or;
- (2) One of the following types of screens:
 - a. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or
 - b. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) *Dumpsters*

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

- a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

Section 5 Development Standards

Section 5.C. Fences and Walls

- b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.
- c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.
- d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

- a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.
- b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

- (a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

Section 5 Development Standards

Section 5.D. Signs

- (b) On an improved lot, a fence or wall may be installed with a maximum height of:
 - (1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;
 - (2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and
 - (3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

- (a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:
 - (1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel, or aluminum that appears to be iron.
 - (2) Walls shall be made of brick, stone, or stucco over masonry.
- (b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.
- (c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.
- (d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

Section 5 Development Standards

Section 5.D. Signs

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

- (1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.
- (2) Reverse channel signs may be backlit with neon or LED lights.
- (3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

- (a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.
- (b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

Section 5 Development Standards

Section 5.D. Signs

3. Required Signs

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. Residential and Home Office Uses in the T-3 and T-4 Sub-Districts

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

- (a) Signs may not be illuminated.
- (b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. Permitted Signs

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	●●	●●	●●		●●	●●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	●●	●●	●●		●●	●●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	●●	●●	●●		●●	●●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●

Section 5 Development Standards

Section 5.D. Signs

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	● ●	● ●	● ●		● ●	● ●	●
Parking lot sign	●	●	●		●	●	●
● = Permitted ● ● = Permitted subject to standards in subsection 6 below							
[1] Only permitted along A street.							

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per business	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign [1]	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions

Section 5 Development Standards

Section 5.D. Signs

Table 5.4: Permitted Signs			
Sign Type	Number	Area, Maximum	Copy
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet high in sign area 6 square feet of signage	No restrictions
[1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.			

6. Sign Specific Standards

(a) Sandwich Board

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) Marquee

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) Upper Building

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

- (1) Two upper building signs may be installed on two separate facades.
- (2) The sign shall be installed at least 40 feet above grade
- (3) The sign shall comply with the following dimensions:
 - a. Maximum height of 80 percent of the width of the building wall;
 - b. Maximum of one horizontal or vertical line of letter or symbols;
 - c. Maximum font size of eight feet, in any dimension;
 - d. Maximum logo or emblem size of 10 feet, in any dimension.

Section 6 Frontage Standards

Section 6.A. Frontage Types Established

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds ($\frac{2}{3}$) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established

The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	Section 6.____
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

Section 6 Frontage Standards

Section 6.B. Allowed and Required Frontage Types

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.
2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.
3. If buildings have multiple frontage or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.
4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed

Frontage Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•
Pedestrian forecourt	•	•			•	•	•
Vehicular forecourt	•				•	•	•
Gallery	•	•			•	•	
Shopfront [1]	•	•	•		•	•	•
• = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:
 - (a) Is between four and eight feet in height;

Section 6 Frontage Standards

Section 6.D. Encroachments

- (b) Contains openings for vehicular access that are no more than 30 feet in width;
 - (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and
 - (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.
- 2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.
 - 3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

- 1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.
- 2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.
- 3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

- (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.
- (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.
- (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:
 - (1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.
 - (2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.
- (d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

2. Specific Standards

(a) Additions to Existing Buildings in T-3 Sub-District

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) Additions to Existing Buildings in T-4 Sub-District

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

F. Lawn Frontage Type

1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

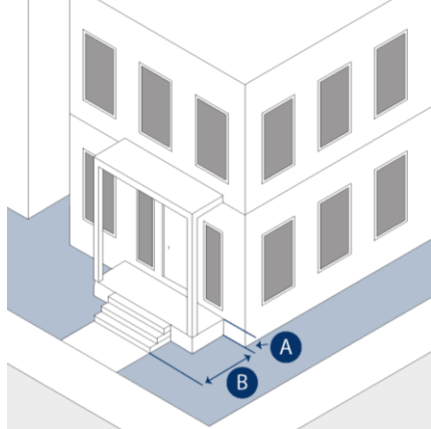
2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A			•	•			•	16 in 48 in (measured from average grade at property line) As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				•				50 percent of front setback depth, min porch depth of 8 ft 100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B				•	•	•	•	2 ft
Stoops	B				•	•	•	•	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences									
Front property line and side lot lines to façade of building, max height					•	•	•	•	4 ft
Along side and rear property lines behind front façade, max height					•	•			8 ft
							•	•	10 ft
Permitted materials					•	•			Wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron
							•	•	All materials permitted
Building foundations					•	•			Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
							•	•	No limitations

Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

G. Terrace Frontage Type

1. *General Characteristics*

In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

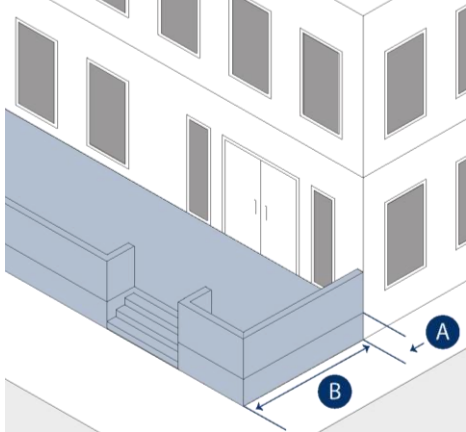
2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)		A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Terrace standards									
Elevation (min max)		A	•	•	•	•	•	•	20 in 36 in
Required encroachment			•	•	•	•	•	•	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)		B	•	•	•	•	•	•	8 ft (may extend to front property line)
Surfacing			•			•	•	•	Paved or unpaved, with unit masonry or concrete
				•	•				Paved or landscaped
Fences and Walls									
Fences allowed			•	•	•	•	•	•	Only where necessary as part of terrace structure or to provide a safety railing
Fence and wall materials			•	•	•			•	Fences: Iron, steel, or aluminum that appears to be iron Walls: Brick, stone, or stucco
						•	•		All materials permitted
Awnings									
Material and Type			•	•	•	•	•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor		•	•	•	•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		•	•	•	•	•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection			•	•	•	•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			•	•	•	•	•	•	Permitted only over doors, max 6 feet projection
Clerance			•	•	•	•	•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Fences and Walls									
Walkways				•					One per secondary entrance, max width 5 ft
Building foundations			•	•	•			•	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•		No limitations

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

H. Stoop Frontage Type

1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

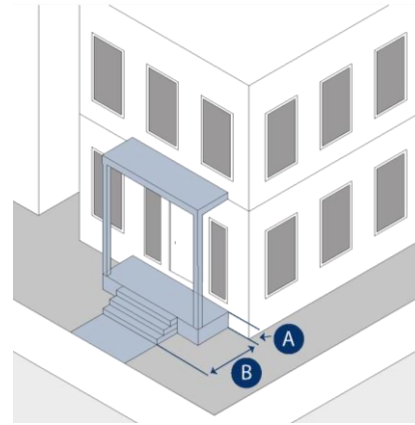
Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

Table 6.11: Stoop Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Stoop standards								
Stoop required		•	•	•		•	•	Stoop is required to be provided
Elevation (min max)	A	•	•	•		•	•	20 in 36 in above sidewalk grade
Depth (min max)	B	•	•	•		•	•	4 ft 6 ft
Encroachment, Stoop		•	•	•		•	•	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps								Steps that provide access to porch or stoop may encroach up to property line
Coverage		•	•	•		•	•	Optional roof structure supported by columns or wall brackets
Fences and Walls								
General Standards				•				Iron fence with or without masonry piers at front property line is permitted
Walkways								
Walkways				•				One permitted per entrance, with a maximum width of 5 ft
Frontage								
Surfacing				•				Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

I. Common Entry Frontage Type

1. *General Characteristics*

In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

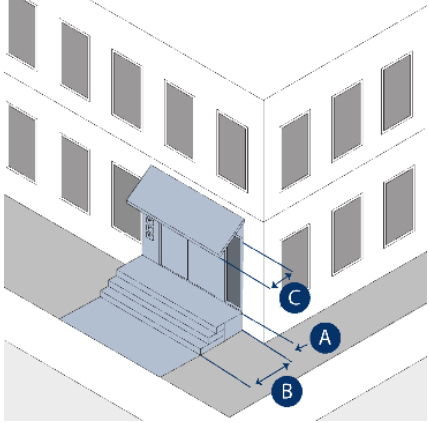
2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min max)		A	•	•				•	
						•	•		n/a 36 in (measured from average grade along the facade) As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs		B	•	•		•	•	•	May encroach up to property line
Fences and Walls									
General Standards				•					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type				•	•		•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor			•	•		•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			•	•		•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection		C	•	•		•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				•	•		•	•	Permitted only over doors, max 6 feet projection
Clearance				•	•		•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				•					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing				•					Frontage may be paved up to 100 percent of area, using unit masonry or concrete

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

- (a) A gallery frontage (see subsection L below), except within the entry courtyard; and
- (b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

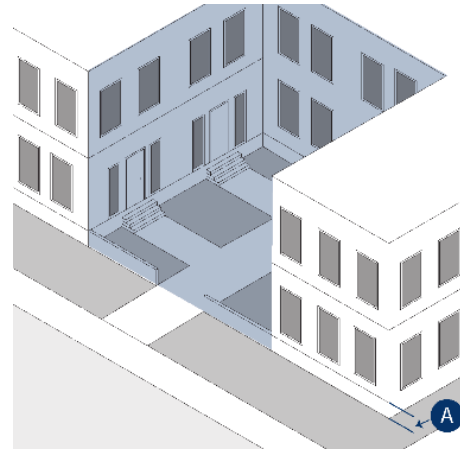
Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•					•	18 in (except 0 in at entry) (measured from average grade along the facade)
						•	•		As required to comply with flood elevation requirements
Entry courtyard									
Location		•	•			•	•	•	Principal entrance
Area, max		•	•					•	600 sq ft
						•	•		1,600 sq ft
Design		•	•			•	•	•	Bound by building facades on at least two sides
Build out		•	•			•	•	•	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and Type	Awning	•	•			•	•	•	Fabric, fixed or movable
	Canopy	•	•			•	•	•	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	•	•			•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•	•			•	•	•	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		•	•			•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere
Awnings and canopies, secondary frontages		•	•			•	•	•	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback		•	•			•	•	•	Set back at least 2 ft from curb
Clearance		•	•			•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•	•			•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

K. Vehicular Forecourt Frontage Type

1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

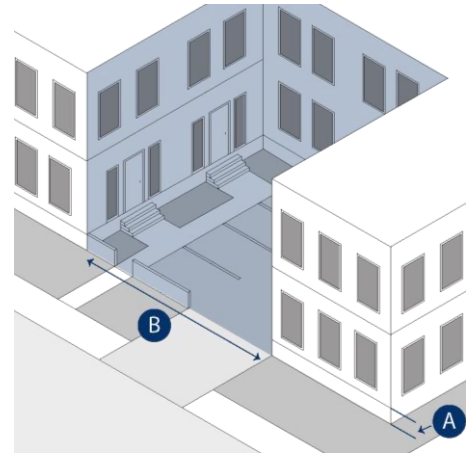
Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehicular Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

Table 6.14: Vehicular Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	•					•	•	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Entry courtyard									
Location		•				•	•	•	Principal entrance
Area, max		•				•	•	•	1,600 sq ft
Width, max	B	•				•	•	•	50% of width of facade
Design		•				•	•	•	Bound by building facades on at least two sides
Surfacing		•				•	•	•	Paved or unpaved, with unit masonry or concrete
									Paved or landscaped
						•	•		All materials permitted
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning	•				•	•	•	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	•				•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•				•	•	•	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		•				•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		•				•	•	•	Permitted only over doors, max 6 feet projection
Awnings, setback		•				•	•	•	Set back at least 2 ft from curb
Clearance		•				•	•	•	Min 8 ft over sidewalk



Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

L. Gallery Frontage Type

1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

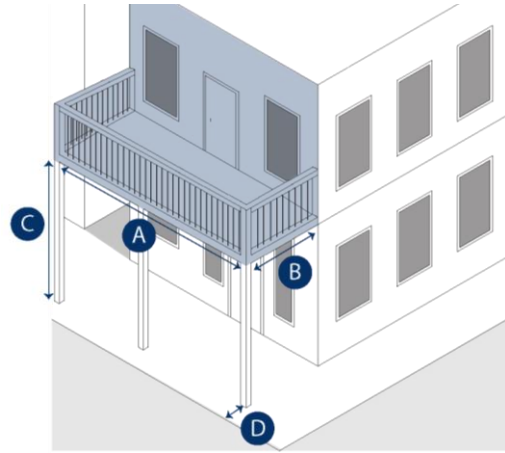
Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards.

Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

Table 6.15: Gallery Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	•	•					18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Gallery, general								
Depth, min.	B	•	•			•	•	7 ft
Height, min.	C	•	•			•	•	12 ft
Encroachment	B	•	•			•	•	May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		•	•					80% of façade without gaps
Columns		•	•					Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital
Column, location	B D	•	•					Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		•	•					Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		•	•					Located above top of transom windows
Gallery, materials		•	•					Upper story railings shall be painted metal
Lighting		•	•			•	•	Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Fences and Walls								
Walkways								One per secondary entrance, max width 5 ft
Building foundations		•	•					Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•	No limitations



Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

M. Shopfront Frontage Type

1. *General Characteristics*

- (a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.
- (b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

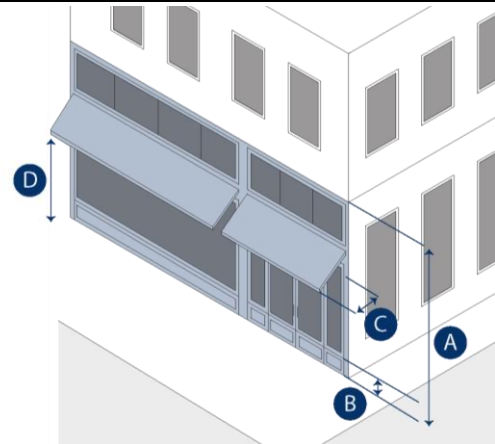
Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

Table 6.16: Shopfront Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		•	•	•			•	•	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Shopfront, design									
Configuration		•	•	•				•	Shall be designed with a bulkhead, display window, and transom[GG1] (see FIGURE A-10.a)
Height (min)	A	•	•	•				•	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min max)	B	•	•	•				•	18 in 30 in
Transom windows, configuration		•	•	•				•	Include dividing muntins and no signage
Signs		•	•	•				•	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		•	•	•		•	•	•	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		•	•	•		•	•	•	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage	•	•	•		•	•	•	80 percent of frontage length
	Secondary frontage	•	•	•		•	•	•	30 percent of frontage length
Gallery, materials		•	•						Upper story railings shall be painted metal
Awnings and canopies [1]									
Material and type	Awning	•		•		•	•	•	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	•		•		•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•		•		•	•	•	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	•		•		•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		•		•		•	•	•	Permitted only over doors, max 6 feet projection
Awnings, setback		•		•		•	•	•	Set back at least 2 ft from curb
Clearance	D	•		•		•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•				•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.



Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.
2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.
3. A building shall use the following exterior finish materials:
 - (a) Wood or cementitious clapboard;
 - (b) Shingles;
 - (c) Board and batten;
 - (d) Stucco;
 - (e) Brick; or
 - (f) Stone.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

- (a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.
- (b) The standards of this section do not apply to:

Section 7 Building Design and Material Standards

Section 7.C. Foundation Standards

- (1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or
- (2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

- (1) Pier and fill-panel construction;
- (2) Chain wall construction with panels inset to resemble pier and infill panel construction; or
- (3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

Section 7 Building Design and Material Standards

Section 7.D. Transparency Standards

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.
2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.
3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

Section 7 Building Design and Material Standards

Section 7.E. Roof Standards

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.
5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	1	1	1	1	1	1	1
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	
● = Permitted							
[1] Built-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.							

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

- (a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.
- (b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

- (a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .
- (b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.
- (c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.
- (d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

Section 8 Nonconformities

Section 8.B. Structures

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9 Definitions and Rules of Construction

Section 9.A. Building Height

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:
 - (a) Stories shall be measured from finished floor to finished ceilings.
 - (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height

Floor and Use	Floor Height (feet)	
	Minimum	Maximum
Ground floor, residential use	10	18
Ground floor, nonresidential		
<i>SD-WH sub-district</i>	14	25
<i>All other sub-districts</i>	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height.

Table 9.2: Maximum Building and Parking Structure Height

Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
<i>Civic Center site</i>	3	n/a
<i>All other T-3 lands</i>	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
<i>Fronting Bienville Sq</i>	8	60

Section 9 Definitions and Rules of Construction

O.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
<i>Fronting west side of Clairborne Street on Civic Center site</i>	16	80
<i>All other T-5.2 lands</i>	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See “B-streets.”

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.”

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds ($\frac{2}{3}$) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See “fence.”

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 22, 2025

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record - proposed Downtown Development District amendments

Dear Mrs. Lambert,

Attached please find:

- 1) **Resolution for Call for Public Hearing.** This is intended for the October 28th meeting of the City Council. The Public Hearing date is proposed for December 2, 2025.
- 2) **Legal and Display Advertisement.** This document is for three (3) Legal ads and one (1) quarter-page size Display ad. The Legal ad must run for three consecutive weeks, while the Display ad must run once during the three-week period:
 - a) November 5
 - b) November 12
 - c) November 19
- 3) **Ordinance.** This is a cover page for the City Clerk's signature with the proposed Downtown Development District regulations.

To support the City Council's consideration of the amendments, I hereby certify that the record of the proceedings for the adoption of the proposed amendments to **Appendix A, Downtown Development District, of the City of Mobile Unified Development Code** [commonly referred to as *the Downtown Development District (DDD) amendments*] by the Mobile City Planning Commission consists of the following:

- 1) **Call for Public Hearing.** On September 18, 2025, the Mobile City Planning Commission called for the public hearing regarding the proposed Downtown Development District amendments at their meeting. A copy of the agenda with the call for public hearing is

attached (*item #1 attachment*). The archived video of the Planning Commission meeting is available at:

https://www.youtube.com/live/KCwUAbbCsUc?si=BMrFBTj_TlqbTIva&t=2487

- 2) **Legal Advertisement.** The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and copies of the quarter-page display ad and legal ads are attached (*item #2 attachment*).
- 3) **Proposed Amendments.** The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's October 16, 2025 meeting are available here: https://www.buildmobile.org/urban_pc/reports/2025-10-16Proposed-DDD-amendments.pdf
- 4) **Public Hearing.** On October 16, 2025, the Mobile City Planning Commission held a public hearing on the proposed Downtown Development District amendments. No comments were received prior to the meeting and no one spoke for or against the amendments at the meeting. A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item #4 attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/vRhuMc11DJ8?si=HktpGMi1_OWwgKG&t=3042
- 5) **Recommendation.** The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council at the October 16th meeting, with the following change:
 - a) In Section 9.B., Definitions, replace the term "Civil support" with "Civic support" to correct an error from the original adoption in 2014.
- 6) **Document.** One (1) hardcopy delivered by hand of the proposed Downtown Development District amendments, reflecting the change approved by the Planning Commission at their October 16, 2025, meeting.

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary



By: _____

Shayla J. Beaco
Executive Director, Build Mobile

SJB:bh

Attachments

Item # 1 Attachment

Planning Commission Agenda

September 18, 2025



Mobile Planning Commission Agenda

September 18, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

HOLDOVERS

1. MOD-003422-2025

Location: 600, 700 & 800 West I-65 Service Road South
Applicant / Agent: Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
Council District: District 5
Proposal: Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

2. SUB-003240-2025 & ZON-UDC-003426-2025

Location: 7211 & 7221 Cottage Hill Road
Subdivision Name: Star Light at Cottage Hill Subdivision
Applicant / Agent: Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Council District: District 6
Proposal: Subdivision of 2 lots, 3.88± acres; and Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

EXTENSIONS

3. SUB-002996-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision
Applicant / Agent: Heather Bell, Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 108-lot subdivision, 39.86± acres

4. SUB-003039-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision, Phase 2
Applicant / Agent: Tim Lawley, P.E., Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 48-lot subdivision, 3.28± acres

NEW ITEMS

5. SUB-003442-2025

Location: 3520 Spanish Alley
Subdivision Name: Sunset Creek Subdivision, Resubdivision of Lots 1-3
Applicant / Agent: Philip & Christa Quinley
Council District: District 4
Proposal: Subdivision of 1 lot, 7.5± acres

6. SUB-003436-2025

Location: South side of Wood Alley, 80'± West of Green Street
Subdivision Name: Resubdivision of Lots 1-3, Block 9, Property of Woods' et. al. at Plateau, Alabama
Applicant / Agent: Keri R. Coumanis, Helmsing Leach, P.C.
Council District: District 2
Proposal: Subdivision of 2 lots, 0.26± acres

7. SUB-003439-2025

Location: 655 Congress Street & 260 North Washington Avenue
Subdivision Name: Tamberlyn Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 5 lots, 0.39± acres.

OTHER BUSINESS

- **Call for Public Hearing on October 16, 2025, to amend Chapter 64, Unified Development Code, Appendix A – Downtown Development District:**
 - The purpose of the amendments to Appendix A is to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.
- **Review of Minutes from the following Planning Commission meetings:**
 - January 18, 2024
 - February 22, 2024
 - March 21, 2024
 - April 18, 2024

Item # 2 Attachment

Call News - Legal and Display Ads

September 24, 2025

October 1, 2025

October 8, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALK-
ER, Deceased

On to-wit the 10th day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
Case No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of James Oral Wiggins, Deceased
On to-wit the 20th day of October, 2025 at
9:30 AM in Courtroom 1, Third Floor, Mobile
County Government Center Annex, 151
Government Street the court will proceed
to consider the Probate of Will as filed by
Wanda G. Herrin. Notice is hereby given to
all parties in interest, specifically unknown
heirs and next of kin of James Oral Wiggins,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin, Judge of Probate
Attorney: Wanda G. Herrin, Pro Se

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
Case No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Dewey R Faircloth, Deceased
On to-wit the 20th day of October, 2025 at
2:30 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court
will proceed to consider the Petition to Sell
Real Property as filed by TIM FAIRCLOTH.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602

Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1708
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of PERCY DUBOSE, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court
will proceed to consider the PROBATE
OF WILL as filed by LINDA H. BROWN.
NOTICE is hereby given to all parties in
interest, specifically SHELIA THOMAS,
GREGORY JENKINS, RICKY JENKINS,
FELICIA DUBOSE, CECIL J. DELMORE,
THEODORE JENKINS, who may appear
and contest same or file a proper responsive
leading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: MICHAEL D. LANGAN
267 HOUSTON ST
Mobile, AL 36606

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2024-1083-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of TOMMIE LEE PUGH, Deceased
On to-wit the 10th day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1669
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of EUGENE J TANNER, Deceased
On to-wit the 27th day of October, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court
will proceed to consider the PROBATE OF
WILL as filed by LENA TANNER. NOTICE is
hereby given to all parties in interest, spec-
ifically BARRY JENKINS, KAREN JENKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1694
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Joan Thomas Austin, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE OF WILL
as filed by JOYCE LASTELLA BISHOP.
NOTICE is hereby given to all parties in
interest, specifically THYWARA PORTER,
LOTATIA STEWART, APRIL BISHOP,
TONY WATKINS JR., MARIO WATKINS,
INDIA WATKINS, TONISHA WATKINS,
ANGELIQUE HARTFIELD, VALENCIA R.
MCKENZIE, SABRINA J. HARTFIELD,
KIMBERLY L. HUTCHENS, THEODORE
L. WATKINS, GARLAND M. WATKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: CHRISTOPHER LUKE NIXON
PO BOX 2727
MOBILE, AL 36652

Call News September 10, 17, 24, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 05, 2025
Case No. 2017-1149-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ELEANOR SAMPLES WIL-
LIAMS, Deceased

On to-wit the 3rd day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by WESTERN SURETY COMPANY.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633

Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
Case No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at
2:00 p.m. in Courtroom #1, Third Floor,
Mobile County Government Center Annex,
151 Government Street, Mobile, AL 36602,
the Court will proceed to consider the Motion
for Exemptions and Allowances as filed by
Ardath Burke Carter, Petitioner. NOTICE
is hereby given to Laticia Carter who may
appear and contest same or file a proper
responsive pleading thereto if they think
proper.
C. Mark Erwin, Judge of Probate
Attorney: Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601

Call News September 10, 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 04, 2025
Case No. 2023-1746-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of DEBORAH CAMILLE BARBER,
Deceased

On to-wit the 3rd day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by HARTFORD FIRE INSURANCE
COMPANY. NOTICE is hereby given to
all parties in interest who may appear and
contest same or file a proper responsive
pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: BRIAN A. DODD
3973 BIBURY LN
BIRMINGHAM, AL 35242

Call News September 10, 17, 24, 2025



COMPLETION NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the Mobile
County Commission for construction of
Project: MCR-2022-103 Mobile County,
Citronelle Streets Resurfacing in Mobile
County. This notice will appear for three
consecutive weeks beginning on 9/24/2025
and ending on 10/8/2025. All claims should
be filed at 7450 Howells Ferry Road, Mobile,
Alabama, 36618 during this period.
APAC-ALABAMA, INC.

Call News September 24 and October 1, 8, 2025

Legal Notice

Notice is hereby given that Pine City Con-
tracting, LLC 1490 Love Road Grove Hill, AL
36451 has completed all work on the South
Service Road Improvement, Project NO.
24S0803 in Satsuma, Alabama. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately be notify the above
named contractor or the City Clerk of the
City of Satsuma.
Pine City Contracting, LLC
James Craig Butts

Call News September 10, 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code
of Alabama, 1975, as amended, notice is
hereby given that Roofing Solutions LLC has
completed the Contract for Reroof of DCM
#20240740 / USA Job No. 24-61 Archeology
Building - Re-roofing - A/E#2416 at The
University of South Alabama, Mobile, AL
(307 University Blvd. N., Mobile Alabama,
36688) for The University of South Alabama,
Owner, and have made request for final
settlement of said Contract. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately notify
Architect, Robert Krchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817

Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the ALABAMA
DEPARTMENT OF TRANSPORTATION for
construction of Project: STPMB-7550(600)
Drainage, Pavement, Culvert Extensions,
Traffic Signals, and Traffic Stripe on Zeigler
Blvd. from junction of Athey Road to the junc-
tion of Forrest Hill Drive in Mobile County.
This notice will appear for four consecutive
weeks beginning on 9/17/25 and ending on
10/1/2025. All claims should be filed at P.O.
Box 8039, Mobile, Alabama, 36689 during
this period.
APAC-ALABAMA, INC.

Call News September 17, 24 and October 1, 2024

COMPLETION NOTICE

Wiregrass Construction Company, Inc.
hereby gives notice of completion of contract
with the State of Alabama for construction
of Project No. HSIP-0017(585) in Mobile/
Washington County. This notice will appear
for three consecutive weeks beginning on
9/10/2025 and ending on 9/24/2025. All
claims should be filed at P.O. Box 190279,
Mobile, AL 36619 during this period.
Wiregrass Construction Company, Inc.

Call News September 10, 17, 24, 2025

OTHER PUBLIC NOTICES

Southern Land Development, LLC gives
notice of completion of contract with County
Commission of Mobile County, Project No.:
IAR-049-000-006 & MCP-005-25, Project:
South Access Imp. - New South Lumber.
All Claims should be filed at Southern Land
Development 10351 Tanner Williams Rd.
Mobile, AL 36608.

Call News September 3, 10, 17, 24, 2025

STORAGE SALE

Shelton Beach Storage
317C Shelton Beach Rd., Saraland, AL
36571
Contents in Unit #11, Tim Beckham, last
known address, 317A Shelton Beach Rd.,
Saraland, AL 36571 will be sold Oct. 16,
2025 for back rent. Shelton Beach Storage
reserves the right to accept or reject bids.

Call News September 17, 24, 2025

PUBLIC HEARING

**NOTICE OF PUBLIC HEARING TO
amend Appendix A, Downtown
Development District, of the Unified
Development Code, Chapter 64 of the
Mobile City Code, 2022**

NOTICE is hereby given that at 2:00 p.m.
on Thursday, October 16, 2025, in the
Auditorium of Mobile Government Plaza,
205 Government Street, Mobile, Alabama,
the City of Mobile Planning Commission will
hold a public hearing and take public com-
ment on whether the Commission should
recommend to the Mobile City Council
amendments of Appendix A, Downtown
Development District, of the City of Mobile
Unified Development Code, adopted July
12, 2022 by the City Council.

The proposed amendments to Appendix A
reorganize the format, layout and sequence
of the Downtown Development District
regulations for clarity, process and ease of
use. Changes for clarity include explaining
the steps and order of the development
review process, eliminating ambiguity
about signage and revising the parking lot
perimeter screening requirements. Changes
for process include the elimination of the
Consolidated Review Committee and its as-
sociated separate review process, replacing
it with a staff-level review. Changes regard-
ing the ease of use include the provision of
more illustrations and the consolidation of
information from paragraphs throughout
the document into tables. Conflicts with
the Building Code regarding transparency
requirements have been eliminated. The
Downtown Development District regula-
tions will be reorganized into the following
Sections:
Appendix A Downtown Development District
Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 4. Use Regulations
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material
Standards
Section 8. Nonconformities
Section 9. Definitions and Rules of Con-
struction

The amendments can be viewed on the City
of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are
available for public inspection in the Third
Floor Lobby of Mobile Government Plaza,
South Tower, 205 Government Street,
Mobile, Alabama 36602.

Those desiring to submit written comments
may email them to planning@cityofmobile.org,
submit them through the website noted
above, or mail them to City of Mobile Plan-
ning Department, P.O. Box 1827, Mobile,
Alabama 36633, or may deliver them to
the City of Mobile Planning Department,
Mobile Government Plaza, South Tower,
Third Floor, 205 Government Street, Mobile,
Alabama 36602. Written comments must
be received by noon on Friday, October
10, 2025.

Call News September 24 and October 1, 8, 2025

PUBLIC HEARING NOTICE

A public hearing is scheduled by the Cit-
ronelle Planning Commission to receive
comment on a proposed amendment to
the Subdivision Regulations of the City of
Citronelle. The public hearing will be held at
the Citronelle Municipal Complex Auditorium
on Tuesday, October 14, 2025, at 5:30 p.m.

Call News September 24, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **3366 Cottage Hill Road**, for an
**Off-Premise Sign Variance to allow an
off-premise sign to be erected in a B-3,
Community Business Suburban District;
the Unified Development Code (UDC)
requires all signs to be located on the
site they contain advertising material for
in a B-3, Community Business Suburban
District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **706 Monroe Street**, for a
**Rear Yard Setback Variance to allow an
addition to an existing residence to be
less than 20-feet from the rear property
line in a T-3 Sub-District of the Downtown**

OTHER PUBLIC NOTICES

**Development District; the Unified Devel-
opment Code (UDC) requires structures
to have a minimum 20-foot setback from
the rear property line in a T-3 Sub-District
of the Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.
on Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Curb Cut Variance to allow a curb cut to
an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District; the Unified Develop-
ment Code (UDC) prohibits curb cuts
to an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.
on Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Special Exception approval to allow a
bank with drive-thru services in a T-5.1
Sub-District of the Downtown Develop-
ment District; the Unified Development
Code (UDC) requires Special Exception
approval to allow a bank with drive-thru
services in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.
on Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **2449 and 2453 Eslava
Creek Parkway**, for a **Front Yard Setback
Variance to allow construction of a new
structure less than 25-feet from the
front property line in a B-3, Community
Business Suburban District; the Unified
Development Code (UDC) requires all
structures to be a minimum of 25-feet
away from a front property line in a B-3,
Community Business Suburban District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.
on Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hear-
ing on **October 6, 2025, at 2:00 p.m.** to
consider a request at **316 Dauphin Street**,
for a **Special Exception approval to allow
an event venue with an occupant load of
270 people in a T-5.1 Sub-District of the
Downtown Development District; the Uni-
fied Development Code (UDC) requires
Special Exception approval to allow an
event venue with an occupant load over
100 people in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.
on Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **6710 Old Shell Road**, for **Height
and Setback Variances to amend a previ-
ously approved variance to allow a 172.1-
foot tall telecommunications tower with
reduced setbacks in a B-2, Neighborhood
Business Suburban District; the Unified
Development Code (UDC) does not allow
structures taller than 45-feet in a B-2,
Neighborhood Business Suburban Dis-
trict, and requires telecommunications
towers to be setback from property lines
a distance equal to their height.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at [https://](https://www.cityofmobile.org/government/city-council/livestream/)

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1, 8, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

OTHER PUBLIC NOTICES

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Curb Cut Variance to allow a curb cut to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) prohibits curb cuts to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

board-of-adjustment/.

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals to legals@thecallnews.com preferred format is Microsoft Word or copy ad and paste into email body. 5 p.m. Monday deadline

Unlock Local Reach with Geo-Fencing!



Target your local audience with precision



Engage potential customers as they pass by



Instant, effective, and cost-efficient

CONTACT US TODAY! 251-866-5998

City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

PROBATE COURT NOTICES

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
IN THE MATTER OF THE
ESTATE OF ROGER L. MOTT, deceased
CASE NUMBER: 2025-0912
LEGAL NOTICE

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said County within the time allowed by law, or they will be barred. RAYMOND COYETT MOTT as Executor under the Last Will and Testament of Roger L. Mott, deceased.
E. TATUM TURNER
As attorney for Executor of
The Estate of Roger L. Mott, deceased
Post Office Drawer 1389
Chatom, Alabama 36518
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CAROLYN BARLOW WILKER-
SON, Deceased
CASE No. 2025-1525

Take notice that Letters Testamentary have been granted to the below named party on the 11th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ROBERT STEPHEN WILKERSON as Executor under the last will and testament of CAROLYN BARLOW WILKERSON, Deceased
Attorney of Record:
Jene W. Owens, Jr., Esq.
3755 Professional Parkway, Suite B
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CHARLES EDWARD LAMBERT,
Deceased
CASE No. 2025-1194

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. CHARLES G. GARDNER as Executor under the last will and testament of CHARLES EDWARD LAMBERT, Deceased
Attorney of Record:
Brooke A. Graham, Esq.
4505 Pine Tree Circle, Suite 121
Birmingham, AL 36243
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES WILLIAM DEMARCO
JR, Deceased
CASE No. 2025-1416

Take notice that Letters Testamentary have been granted to the below named party on the 28th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. LAUREN MCKENZIE DEMARCO as Executrix under the last will and testament of JAMES WILLIAM DEMARCO JR, Deceased
Attorney of Record:
Richard E. Mather, Esq.
1008 Dauphin Street
Mobile, AL 36604
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BETH ANN HAUKOM, Deceased
CASE No. 2025-1063

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANDREA LEIGH TUREK as Executrix under the last will and testament of BETH ANN HAUKOM, Deceased
Attorney of Record:
John M. O'Dowd, Esq.
P.O. Box 123
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JUDITH COUCH
CASE No. 2025-1262

Take notice that Letters of Administration have been granted to the below named party on the 5th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. JANET L STILLINGS as Administratrix of the estate of JUDITH COUCH, deceased
Attorney of Record:
A. EVANS CROWE, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOAN CYNTHIA LUCCO,
Deceased
CASE No. 2025-1571

Take notice that Letters Testamentary have been granted to the below named party

PROBATE COURT NOTICES

on the 21st day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. TONYA EVANS WOOLF FKA TONYA DALE-EVANS as Executrix under the last will and testament of JOAN CYNTHIA LUCCO, Deceased
Attorney of Record:
Michael T. Murphy, Esq.
209 N Joachim Street
Mobile, AL 36603
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BRUCE CARL REED
CASE No. 2025-0975

Take notice that Letters of Administration have been granted to the below named party on the 7th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. WIJITTRA REED as Administratrix of the estate of BRUCE CARL REED, deceased
Attorney of Record:
RENEE E THIRY, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MARY FRANCIS SAWYER
CASE No. 2024-2050

Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 21st day of August, 2025, by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. GWENDOLYN E. ROBINSON, as Administratrix CTA under the last will and testament of MARY FRANCIS SAWYER, Deceased
Attorney of Record:
Melissa Hunter, Esq.
Edward T. Overton, Sr., Esq.
P. O. Box 16629
Mobile, AL 36616
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ROBERT GOUBIL JR
CASE No. 2020-2140

Take notice that Letters of Administration have been granted to the below named party on the 13th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANTHONY M. HOFFMAN, as Administrator of the estate of ROBERT GOUBIL JR, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
Call News September 17, 24 and October 1, 2025

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
September 29, 2025
CASE No. 2019-2445-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AZALEAN D MITCHELL,
Deceased

On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT AND REPORT OF INSOLVENCY as filed by LARRY D MITCHELL. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin Judge of Probate
Attorney:
NOEL J. NELSON
PO BOX 2573
Mobile, AL 36652
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2025-0451
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AUBREY BUTTS, Deceased

On to-wit the 3rd day of November, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBE OF WILL AND CODICIL as filed by CHARLOTTE JENEAN LOWERY. NOTICE is hereby given to all parties in interest, specifically ANDREA CARRIE BUTTS BARELA, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THERESA N. WILLIAMSON
952 GOVERNMENT ST.
Mobile, AL 36604
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH,
Deceased

On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same

PROBATE COURT NOTICES

or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 24, 2025
Case No. 2016-2356-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JERRY D. JORDAN, Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by PAUL DAVID BROWN, BRIAN D. JORDAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JOHN J. CROWLEY, JR
2610-B DAUPHIN ST, SUITE 101
Mobile, AL 36606
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-2001-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CLARICE AMORET OWEN,
Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TYRA VINEE HARRIS. NOTICE is hereby given to all parties in interest, specifically RHONA RICHARDSON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-07234
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of TYLISHA WILLIAMS, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest, specifically DENNIS R. MINOR, FATHER OF LETANJA ASIA 'RAE KHLOE MINOR JR., who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 18, 2025
CASE No. 2025-1189
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MATTIE INELL WALLEY,
Deceased
On to-wit the 20th day of October, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by LARRY KEITH MABRY. NOTICE is hereby given to all parties in interest, specifically SCARLETT SULLIVAN, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 17, 2025
CASE No. 2025-07293-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of SENOTH DE FLERON BANK-STON, Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property (Nunc Pro Tunc) as filed by BETTY CAROLYN CHRISTENSEN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
A. EVANS CROWE
PO BOX 655
Mobile, AL 36601
Call News September 25 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 15, 2025
CASE No. 2024-1261-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of THOMAS HAROLD CLOUGH,
Deceased

On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by MEAGAN DIXON CLOUGH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive

PROBATE COURT NOTICES

pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JENE W. OWENS JR.
3755 PROFESSIONAL PKWY SUITE B
MOBILE, AL 36609
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
Case No. 2024-0855-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LINNIE BURNARD ANDREWS
III, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TARA LASHUNDRA MOORE. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAMELA KIRKWOOD MILLSAPS
1809 OLD SHELL RD
Mobile, AL 36607
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
CASE No. 2024-1329-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of IRA TOWNER FINLEY, De-
ceased
On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by STANLEY B FINLEY. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANN Y. BROWN
PO BOX 1986
MOBILE, AL 36633
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDINGS
October 27, 2025
CASE No. 2025-1746
In Re: Giles R. Zambis, Alleged Incapacitated Adult

On to-wit, the 27th day of October, 2025, at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Bob Zambis who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2023-0920-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DAVID ROLLAND KLUG,
Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by DANIEL JARVIS. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
WILLIAM C. POOLE
917 WESTERN AMERICA CIR, SUITE 210
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 26, 2025
CASE No. 2022-1637-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BILLY CHARLES POOLE JR,
Deceased

On to-wit the 27th day of October, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by KAYLA NORTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
MICHAEL JACK HARBIN
PO BOX 851372
MOBILE, AL 36685
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1400-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BESSIE MAE HOLLOWAY,
Deceased

On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

PROBATE COURT NOTICES

Call News September 17, 24 and October 1, 2025
NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2022-0787-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of RONALD WAYNE BOLTON,
Deceased

On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

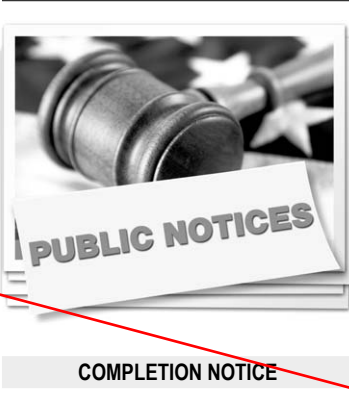
NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALKER, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
CASE No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS,
Deceased

On to-wit the 20th day of October, 2025 at 9:30 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Probate of Will as filed by Wanda G. Herrin. Notice is hereby given to all parties in interest, specifically unknown heirs and next of kin of James Oral Wiggins, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Wanda G. Herrin, Pro Se
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH,
Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
CASE No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at 2:00 p.m. in Courtroom #1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, AL 36602, the Court will proceed to consider the Motion for Exemptions and Allowances as filed by Ardath Burke Carter, Petitioner. NOTICE is hereby given to Latecia Carter who may appear and contest same or file a proper responsive pleading thereto if they think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601
Call News September 10, 17, 24 and October 1, 2025



COMPLETION NOTICE
STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for PW-062-24, Pinehill Recycling Center, 308 Pinehill Drive, Mobile, AL 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

OTHER PUBLIC NOTICES

Call News October 1, 8, 15, 22, 2025
COMPLETION NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the Mobile County Commission for construction of Project: MCR-2022-103 Mobile County, Citronelle Streets Resurfacing in Mobile County. This notice will appear for three consecutive weeks beginning on 9/24/2025 and ending on 10/8/2025. All claims should be filed at 7450 Howells Ferry Road, Mobile, Alabama, 36618 during this period.
APAC-ALABAMA, INC.
Call News September 24 and October 1, 8, 2025

Legal Notice
Notice is hereby given that Pine City Contracting, LLC 1490 Love Road Grove Hill, AL 36451 has completed all work on the South Service Road Improvement, Project NO. 24S0803 in Satsuma, Alabama. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately be notify the above named contractor or the City Clerk of the City of Satsuma.
Pine City Contracting, LLC
James Craig Butts
Call News September 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that Roofing Solutions LLC has completed the Contract for Reroof of DCM #20240740 / USA Job No. 24-61 Archeology Building - Re-roofing - A/E#2416 at The University of South Alabama, Mobile, AL (307 University Blvd. N., Mobile Alabama, 36688) for The University of South Alabama, Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Architect, Robert Krcchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817
Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the ALABAMA DEPARTMENT OF TRANSPORTATION for construction of Project: STPMB-7550(600) Drainage, Pavement, Culvert Extensions, Traffic Signals, and Traffic Stripe on Zeigler Blvd. from junction of Athley Road to the junction of Forrest Hill Drive in Mobile County. This notice will appear for four consecutive weeks beginning on 9/17/25 and ending on 10/1/2025. All claims should be filed at P.O. Box 8039, Mobile, Alabama, 36689 during this period.
APAC-ALABAMA, INC.
Call News September 17, 24 and October 1, 2024

STORAGE SALE
In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8059
3641 Government Blvd.
Mobile, AL 36693
251-220-3953

Unit 3013 Carla Taylor 3170 O'neal CT, Mobile AL, 36695, Unit 2048 Ebony Williams 1355 Odette Ave, Mobile, AL, 36605, Unit 2204 Franklin Keishandra 1200 W Buena Dr, Mobile, AL, 36605, Unit 1027 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3339 Jamell Mosley 11985c Ballard Rd, Lot 1, Grand Bay, AL, 36541, Unit 3170 Latosha White 421 E Elm St, Prichard, AL, 36610, Unit 3076 Jakayla Washington 3600 Michael Blvd, Mobile, AL, 36609, Unit 2152 Andrea Robinson 1303 Belle Chene Dr, Mobile, AL, 36693, Unit 1033 Courtney Williams 1710 Butler St, Mobile, AL, 36617, Unit 1178 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3287 Keiona Ferguson 4215 Moffett Rd Apt 100, Mobile, AL, 36618
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storage-treasures.com, which will end Thursday, October 23, 2025 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News October 1, 2025

PUBLIC HEARING
The City of Satsuma is applying to the South Alabama Regional Planning Commission for an operating assistance grant under Section 5310 of the Federal Transit Laws. The operating grant will provide financial assistance for public transportation service for the residents of the City of Satsuma during FY 2025. The service currently operates Monday through Friday 9:00 am to 3:00 pm. All residents including wheelchair users must schedule service 24 hours in advance. A public hearing will be held on October 21 at 6:25 pm at Satsuma City Hall located at 5464 Old Highway 43, Satsuma, Alabama 36572 for public comment. Written comments may be sent to PO Box 517, Satsuma, AL 36572 prior to the meeting.
Call New October 1, 2025

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council. The proposed amendments to Appendix A

LEGALS

251.866.5998

legals@thecallnews.com

OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1, 8, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

board-of-adjustment/.

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals
to
legals@thecallnews.com
preferred format is
Microsoft Word or
copy ad and paste
into email body.
5 p.m. Monday
deadline

Unlock Local Reach
with Geo-Fencing!



Target your
local audience
with precision



Engage potential
customers as
they pass by



Instant, effective,
and cost-efficient

CONTACT US TODAY!
251-866-5998

City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING
TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT
DISTRICT, OF THE UNIFIED DEVELOPMENT CODE,
CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be
reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at:
<https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

OTHER PUBLIC NOTICES

Item # 4 Attachment

Planning Commission Agenda

PowerPoint Presentation

October 16, 2025



Mobile Planning Commission Agenda

October 16, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

EXTENSIONS

1. SUB-002990-2024

Location: 261 Rickarby Street
Subdivision Name: Woodcock Place Subdivision
Applicant / Agent: Terry Harbin
Council District: District 2
Proposal: Extension of the approval of a 22 lot-lot subdivision, 4.23± acres

NEW ITEMS

2. SUB-003479-2025

Location: 501 Bel Air Boulevard
Subdivision Name: 501 Bel Air Subdivision
Applicant / Agent: Richard Henry, A and R, LLC
Council District: District 5
Proposal: Subdivision of 1 lot, 2.34± acres

3. SUB-003469-2025

Location: 240 Barnes Avenue
Subdivision Name: Marc Henry Subdivision
Applicant / Agent: MHA Capital, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 0.55± acres

4. SUB-003450-2025

Location: 4828 Todd Acres Drive
Subdivision Name: Evergreen Gardens Subdivision, Resubdivision of Lot 190
Applicant / Agent: Kevin Falkos
Council District: District 4
Proposal: Subdivision of 5 lots, 1.27± acres

5. SUB-003478-2025

Location: 4595 Commerce Boulevard South & 6137 Todd Acres Drive
Subdivision Name: Todd Acres Industrial Park Subdivision, Resubdivision of Lot A, Resubdivision of Lots 5 & 6
Applicant / Agent: Charles D. Tisher, Jr., PE, Clark Geer Latham & Associates
Council District: District 4
Proposal: Subdivision of 5 lots, 241.7± acres

6. SUB-003475-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 7 lots, 0.57± acres

7. SUB-SW-003458-2025

Location: 2453 Eslava Creek Parkway
Applicant / Agent: Sheet Metal Workers Local Union 441 Apprentice (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 5
Proposal: Request to waive the construction of a sidewalk along Eslava Creek Parkway.

8. SUB-SW-003464-2025

Location: 691 Dekle Drive
Applicant / Agent: Boswell Holdings, Inc. (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 2
Proposal: Request to waive the construction of a sidewalk along Dekle Drive.

9. SUB-SW-003476-2025

Location: 1080 Montlimar Drive
Applicant / Agent: AWDDS Montlimar, LLC (Thomas Dreesman, Agent)
Council District: District 5
Proposal: Request to waive the construction of sidewalks along Montlimar Drive and Carlyle Close East.

10.SUB-003441-2025 & ZON-CUP-003466-2025

Location: 2574 & 2664 Sollie Road
Subdivision Name: Luke 4:18 Fellowship 2025 Subdivision
Applicant / Agent: Luke 4:18 Fellowship
Council District: District 6
Proposal: Subdivision of 1 lot, 12.43± acres; and Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

11.SUB-003440-2025 & ZON-UDC-003443-2025

Location: 2243, 2245, 2345, & 2509 Halls Mill Road
Subdivision Name: Farmers Market of Mobile County Subdivision
Applicant / Agent: Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 1 lot, 12.0± acres; and Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

OTHER BUSINESS

Review of Minutes from the following Planning Commission meetings:

- May 16, 2024
- June 20, 2024
- July 18, 2024
- August 15, 2024

Public Hearing:

Chapter 65, Unified Development Code, Appendix A – Downtown Development District

- Amendments to Appendix A to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.

Public Hearing

DDD Amendments

October 16, 2025

1

PROJECT OVERVIEW

1. **Fall 2024:** Began assessment of DDD for effectiveness
2. **October 2024:** Met with stakeholders and toured the DDD
3. **March 2025:** Prepared DDD Assessment, with recommendations to reorganize DDD for user-friendliness
4. **August 2025:** Developed an updated DDD and met with stakeholders

2

PURPOSE AND SCOPE OF DDD UPDATES

1. Make regulations more user-friendly without changing meaning
2. Clarify sub-district and frontage standards with new graphics that illustrate how to apply the regulations
3. Correct errors and eliminate ambiguities

3

BETTER ORGANIZED FOR EASE OF USE

Nine articles that group similar provisions together

- A. Zoning sub-district regulations consolidated into one major section
- B. Frontage standards consolidated into one major section
- C. Development standards (parking, landscaping, fences and walls, signs) consolidated into one major section

4

MORE USER-FRIENDLY

Reorganized into nine articles that group similar provisions together

Section 1	General Provisions
Section 2	Administrative Procedures
Section 3	Zoning Sub-Districts
Section 4	Use Regulations
Section 5	Development Standards
Section 6	Frontage Standards
Section 7	Building Design and Material Standards
Section 8	Nonconformities
Section 9	Definitions and Rules of Construction

5

TEXT REORGANIZED INTO TABLES

2. Building height is limited to the following maximum heights:
 - (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,
 - (b) Three (3) stories in T-5.1,
 - (c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and
3. Parking deck height is limited to the following maximum heights:
 - (a) Thirty-four (34) feet in T-5.1,
 - (b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and
 - (c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.



Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

6

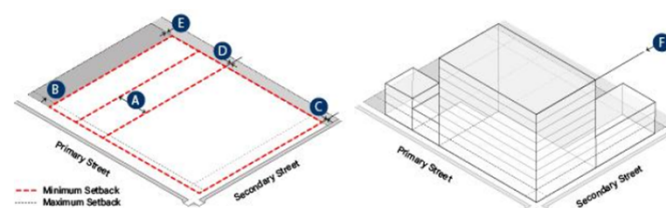
REGULATIONS CLARIFIED

1. Sub-districts organized in the same way as districts in the UDC.
2. New tables consolidate sub-district dimensional standards, transparency and frontage requirements, and include new illustrative graphics.
3. Frontage standards placed in one-page tables that include all relevant frontage requirements and include new illustrative graphics.
4. Requirements for modifications to existing buildings are placed in tables.

7

SUB-DISTRICT STANDARDS CONSOLIDATED

Table 3.2: T-6 Dimensional and Intensity Standards



Site features	
Lot area (sf), min	No minimum
Lot width (ft), min max	A 14 No maximum [1]
Building per lot, max	No maximum
Building coverage (% of site), max	No maximum
Setback, primary buildings	
Primary frontage (ft), min max	B 0 10 [2] [3]
Secondary frontage (ft), min max	C 0 12 [3]
Side (ft), min	D No minimum

Building Form	
Height, max	F No maximum
Frontage Types	
Lawn	● = Permitted
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●

8

FRONTAGE STANDARDS CONSOLIDATED

Table 6.9: Lawn Frontage Type Standards

Site features	Applicable Sub-districts						
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	
Finished floor elevation, first floor (min max)	A						16 in 48 in (measured from average grade at property line) As required to comply with flood elevation requirements
Encroachment depth (max)							
Porches, stairs, ramps	B						50 percent of front setback depth, min porch depth of 8 ft 100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B						2 ft
Stoops	B						4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences							
Front property line and side lot lines to façade of building, max height							4 ft
Along side and rear property lines behind front façade, max height							8 ft 10 ft
							Wood picket, wood slat, wood lattice, iron or steel, brick,

9

STREAMLINE PROCESSES, CORRECT ERRORS, AND ELIMINATE AMBIGUITIES

Streamline administrative process and provide clarity

1. Clarifies steps and order of development review process
2. Eliminates CRC—Planning Director and staff review applications

Address key trouble points in development standards

1. Cleans up ambiguities about signs
2. Updates transparency requirements to comply with building code
3. Clarifies parking lot screening standards

10

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2243, 2245, 2345, and 2509 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3, Community Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL A

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT OF WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL, AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED. FROM THE POINT OF BEGINNING THENCE RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT; THENCE SOUTH 74 DEGREES EAST 830 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE NORTHWARDLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 762 FEET, MORE OR LESS, TO A POINT ON THE

SOUTH PROPERTY LINE OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF SAID PROPERTY OF THE HEIRS OF W. H. ROWELL (FOLLOWING AN OLD DITCH AND FENCE LINE) 581 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE PROPERTY CONVEYED BY HELEN R. MEAHER AND AUGUSTINE MEAHER, JR., TO HELEN R. MEAHER, AS TRUSTEE UNDER THE WILL OF AUGUSTINE MEAHER, DECEASED, AS PER MAP OF OLIVER C. HUME DATED MARCH 15, 1942. LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

PARCEL B

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT-OF-WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THEN RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT WHICH IS THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 74 DEGREES EAST 830 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 200 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PROPERTY FORMERLY OF J. A. M. FARNELL (NOW LOUISE FARNELL); THENCE NORTH 74 DEGREES WEST 921 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE NORTHEAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C

FROM A POINT WHERE THE SECTION LINE BETWEEN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 1136.90 FEET FOR THE PLACE OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 60 FEET TO THE SOUTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY, BY DEED DATED MAY 8, 1950 AND RECORDED IN DEED BOOK 503, N.S., PAGE 101 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUNNING EASTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD OF 47 DEGREES, 46 MINUTES, 30 SECONDS (SAID LINE BEING ALSO THE SOUTH LINE OF SAID PROPERTY SO CONVEYED BY MOBILE

COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY) 89.28 FEET TO A POINT; THENCE RUN NORTHWESTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Office Distribution District (B-5), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL A

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT OF WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL, AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED. FROM THE POINT OF BEGINNING THENCE RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT; THENCE SOUTH 74 DEGREES EAST 830 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE NORTHWARDLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 762 FEET, MORE OR LESS, TO A POINT ON THE SOUTH PROPERTY LINE OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF SAID PROPERTY OF THE HEIRS OF W. H. ROWELL (FOLLOWING AN OLD DITCH AND FENCE LINE) 581 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE PROPERTY CONVEYED BY HELEN R. MEAHER AND AUGUSTINE MEAHER, JR., TO HELEN R. MEAHER, AS TRUSTEE UNDER THE WILL OF AUGUSTINE MEAHER, DECEASED, AS PER MAP OF OLIVER C. HUME DATED MARCH 15, 1942.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP

BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

PARCEL B

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT-OF-WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THEN RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT WHICH IS THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 74 DEGREES EAST 830 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 200 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PROPERTY FORMERLY OF J. A. M. FARNELL (NOW LOUISE FARNELL); THENCE NORTH 74 DEGREES WEST 921 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE NORTHEAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C

FROM A POINT WHERE THE SECTION LINE BETWEEN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 1136.90 FEET FOR THE PLACE OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 60 FEET TO THE SOUTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY, BY DEED DATED MAY 8, 1950 AND RECORDED IN DEED BOOK 503, N.S., PAGE 101 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUNNING EASTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD OF 47 DEGREES, 46 MINUTES, 30 SECONDS (SAID LINE BEING ALSO THE SOUTH LINE OF SAID PROPERTY SO CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY) 89.28 FEET TO A POINT; THENCE RUN NORTHWESTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE OF

42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District**, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
2243, 2245, 2345, & 2509 Halls Mill Road
Council District 3
C.J. Small



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 21, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on October 16, 2025, considered the request of **Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, for the property located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



HELMSING
LEACH
ATTORNEYS AT LAW

MONICA NICHOLAS
mcg@helmsinglaw.com

October 20, 2025

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: 2243, 2245, & 2509 Halls Mill Road
SUB-003440-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Subdivision of 1 lot, 12.0+ acres

Dear Mobile City Planning Commission:

Enclosed a check in the amount of \$582.16, made payable to the City of Mobile,
for the advertising fee for the above referenced application.

Please contact me should you have any questions.

Very truly yours,


MONICA NICHOLAS

Enclosure

RECEIVED OCT 21 2025

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602
PLANNING AND ZONING
21 OCT 2025 AM 3:10

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Farmers Market of Mobile County
12570 Henderson Camp Road
Grand Bay, Alabama 36541-6909

Re: 2243, 2245, & 2509 Halls Mill Road
ZON-UDC-003443-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 16, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-5, Office Distribution District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003443-2025 2243, 2245, & 2509 Halls Mill Road
October 17, 2025

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$582.16**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

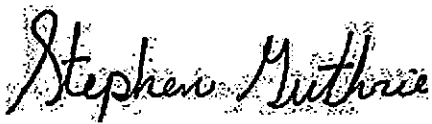
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____



Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Dismuke Transports, LLC d/b/a Sketchy	J. Casey Pipes
Firm:		Helmsing Leach, P.C.
Phone:	229-347-7687	251-432-5521
Email:	adismuke@dismuketransportandrecove	jcp@helmsinglaw.com
Address:		150 Government St., Ste 2000, Mobile, AL

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Farmers Market of Mobile County	
Firm:		
Phone:	251 802 8567	
Email:	donniesfn@aol.com	
Address:	12570 Henderson Camp Rd, Grand Ba	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

2243, 2245, 2345 and 2509 Halls Mill Road 12.1 acres

Property Address R022909510008026.000; R022909510007260.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District

B-5

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


Owner Signature

08 15 2025

Date

Keri Coumanis Digitally signed by Keri Coumanis
Date: 2025.08.18 09:35:21 -05'00'

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

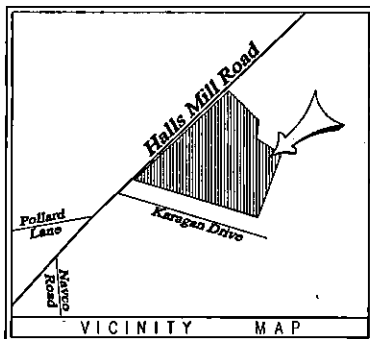
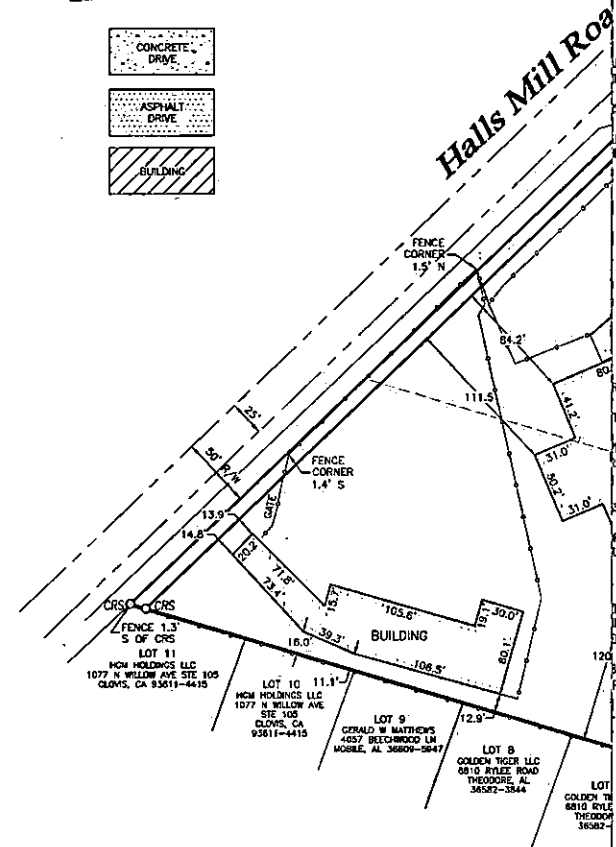
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm



- LEGEND**
- △ CRF CAPPED IRON ROD FOUND
 - △ CTF CAPPED TOP PIPE FOUND
 - CWF CONCRETE MONUMENT FOUND
 - △ OFT OPEN TOP IRON PIPE FOUND
 - △ RFF REBAR IRON FOUND
 - △ RPF IRON PIN FOUND
 - CRS CAPPED IRON ROD SET (LS24-50145)
 - (R) RECORD
 - (O) OBSERVED
 - R.O.B. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - X— WIRE FENCE
 - /— WOOD FENCE
 - ||||| DRAINAGE INLET



LEGAL DESCRIPTION

A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF LOT 1, KARAGAN SUBDIVISION, MAP BOOK B, NORTH 73°37'48" WEST A DISTANCE OF 921.63 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CAD, NORTH 48°15'28" EAST A DISTANCE OF 980.92 FEET TO A CAPPED REBAR FOUND (RC); THENCE SOUTH 51° A DISTANCE OF 308.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 07°42'27" WEST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 56°44'16" EAST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND (RC); THENCE SOUTH 23°19'05" WEST A DISTANCE OF 508.77 FEET TO THE POINT OF BEGINNING.

MATTHEW ROBERTS, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, BEY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE 08/18/25

MATTHEW ROBERTS, ALABAMA LICENSE NO. 30355

OWNER : FARMERS MARKET OF MOBILE COUNTY

(NAME), (TITLE)

SIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT (NAME), WHOSE OFFICE IS LOCATED AT FARMERS MARKET OF MOBILE COUNTY, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PERMITS WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION CONTROL AND STORM WATER RUNOFF CONTROL.

PERMITS FROM ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN PERMITS) REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.

TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT AS A SIDEWALK MANWAY IS APPROVED.

POSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), CITY OF THE CITY OF MOBILE.

REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

THE LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE CITY CODE.

AN AERIAL PHOTO LOT 1 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER PER MOBILE CITY CODE, CHAPTER 17, (STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 1 - 300,000 S.F.

TO BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY _____ DATE _____

APPROVED: _____ DATE _____
TRAFFIC ENGINEER

APPROVED: _____ DATE _____
CITY ENGINEER

FARMERS MARKET
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 60' AUGUST 18, 2025
25BSI75

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to rezone the parcels located at approximately 2243, 2245, 2345 and 2509 Halls Mill Road (the "site" or "property") from B-3 to B-5. For over fifty years, this 12.1 acre site was actively used by the Farmers Market of Mobile County as a regional distribution center for fresh produce and farm goods. Farmers (some as far as 250 miles away) used the site for the accumulation, storage, distribution, and delivery of fresh produce and farm goods. All of this distribution occurred by truck.¹

At the height of its activity, a 1980 aerial demonstrate the site once housed as many as 12 structures, six of which were large, open-aided warehouses, situated on raised platforms to facilitate truck-based distribution.



In the late 1990s, the Farmers Market began to wind down operations and, since that time, sublet the property for a variety of uses, including some produce distribution. There are currently nine structures located on site, including four of the original warehouses.

¹ The Mobile Register, July 20, 1973 ("Needed Balance seen at Farmers Market"); see also Mobile Register Agribusiness, November 30, 1987 ("Diversification secret to modern day farming")("Farmers from Baldwin County are also using the Mobile Farmers market. What is not sold locally is shipped to other states.").



In recent years, the site has been largely underutilized. The structures – most constructed by 1955 -- have experienced significant deferred maintenance. The grounds remain unkempt and littered with the remnants of various industries.

The Farmers Market now desires to sell the property, and Legendary Investments d/b/a as Sketchy Investments, LLC currently has it under contract. Sketchy Investments purchased the adjacent property, located at 2303 Halls Mill Road, in October, 2023. At that time, it rezoned the property to B-5. 2303 Halls Mill Road borders this property to the north and east. The rezoning request will permit this property to be used in conjunction with the property located at 2303 Halls Mill Road. These uses include warehousing, distribution, storage and heavy vehicle / equipment (i.e. truck and tractor-trailer) storage.

Mistake / Change in Use Chart Justify the Rezoning

More importantly, the rezoning will permit the site to be used as it has been since 1950 – for regionally-based, large-scale warehousing and distribution. Under the Unified Development Code, wholesale distribution, warehousing and storage in excess of 40,000 square feet is only permitted by right in a B-5 zone (or an industrial zone). Therefore, in order to continue to use

this property for wholesale distribution, it must be rezoned to B-5. Further, the rezoning will permit the new owners to reinvest in the existing warehouses, which are situated on raised foundations in order to facilitate the distribution of goods by truck.

Changing Conditions Justify the Rezoning

Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned small businesses. In recent years, however, the area has transitioned to a broader array of commercial uses with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses.

The historical use of the property -- for regional farm product distribution -- is in alignment with the changing conditions and current uses along Halls Mill Road. Therefore, the rezoning is necessary to support the continued viability of Halls Mill Road and to permit the current use of the property to continue and expand. In addition, there is a need for more commercial sites with the physical area to serve a regional market. This amendment would provide such a site.

The Rezoning is in Alignment with the Future Land Use Map and Map for Mobile

The proposed rezoning is in alignment with the Future Land Use Map of the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation. The current conditions align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The general character of the proposed use is in alignment with certain goals and objectives of the Map for Mobile. Specifically, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. See Map for Mobile, pg. 7. Rezoning promotes the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and redeveloping a commercial site in a developed area. Map for Mobile, pgs. 37 and 38.

This portion of Halls Mill Road is considered an "underserved area." The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The project, a significant investment along Halls Mill Road, will encourage current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

In conclusion, this 12.1-acre site operated for over fifty years as a hub for warehousing, distribution, and storage. In recent years, however, it has been underutilized. The City of Mobile

has a growing need for commercial sites with the scale and infrastructure to support regional market demands and the continued economic development of the Port of Mobile.

Redeveloping this greyfield site will help meet that need. Rezoning the property to B-5 is essential to enable its continued use and allow for expansion through the addition of new warehouse facilities and other activities. The reuse and redevelopment of this site will stabilize an undervalued, and underutilized, property, provide job opportunities in an underserved community, remediate blight and enhance the broader economic goals of the city.

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposed rezoning aligns with the Future Land Use designation found in the Map for Mobile. This portion of the Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The rezoning will facilitate the continued use of the site for "wholesale distribution, warehousing and storage in excess of 40,000 square feet" and the addition of the following uses to the site: heavy duty vehicle and heavy equipment storage. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

The proposed rezoning will provide an opportunity for "strategic infill and redevelopment" on a large parcel in an under-utilized commercial area, a Map for Mobile objective. Map for Mobile, pg. 7. The adjacent property, to the north and east, was rezoned to B-5 in October, 2023. The proposed rezoning allows this property to be used or redeveloped in a manner consistent with its intended purpose and the surrounding land uses. Further, the rezoning will allow the applicant to diversify uses at the site, enhancing the viability of this underutilized site.

2. Was there a Mistake or Error in the original map?

The use of the current site as "wholesale distribution" predated the City of Mobile's zoning ordinance. Since zoning district appears to have stayed the same, but with the addition of new zoning districts, the chart of permitted uses has changed to the point that "wholesale distribution" is no longer allowed by right in the current zoning district, but it is allowed by right in B-5. We have not researched the entire history of the City of Mobile's zoning code to see how the chart of uses has changed over the years.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning and subsequent redevelopment of this site represents a significant economic investment along the Halls Mills Road corridor. This investment will stabilize the existing built environment, encourage additional investment and overall improve the area. If the rezoning is approved, and the property is purchased, the new owners intend to rehabilitate the site, which currently suffers from years of deferred maintenance, the accumulation of discarded commercial and industrial materials, and general neglect. Under the current zoning it would be impractical to buy the site and make a similar level of investment. Without a rezoning, it is most likely that the site would continue to only be leased to secondary business

interest on short-term leases with minimal, if any, capital investment. By rezoning the site and facilitating redevelopment and investment, the site and a visible corridor along Halls Mill Road will be improved. Thus the rezoning would certainly advance the general welfare of the community and align with the broader goals of neighborhood reinvestment.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

This site has been used as a “wholesale distribution” site since before the City zoned this area, and the property still has some “wholesale distribution” activity for fruit and produce. What changed was the City’s chart of permitted uses, which no longer allows wholesale distribution by right in the current zoning district.

Further, Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned businesses. In recent years, however, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses. This increased demand is mainly fueled by the growth in Port of Mobile which has greatly increased the demand for logistical facilities to help move cargo in and out of the Port.

Finally, there is a need for more commercial sites with the physical area to serve a regional market, as this site did for almost fifty years. A rezoning is necessary to support this evolution and to allow this property to be used as such a site.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Halls Mill Road corridor is a mixed-use corridor experiencing some level of transition. In this immediate area, the lots fronting on Halls Mill Road are all either B-3 or B-5. The corridor is changing from a local, small business corridor to small-scale industrial uses and commercial warehousing and/or supply houses associated with regional industries. The smaller lots are still suitable for B-3, but larger parcels, like the subject property and the property adjacent to it, are most suitable for B-5.

Historically, this site served as a commercial warehousing and supply site for regional and local farmers. In this manner, the proposed rezoning to continue to allow wholesale distribution is compatible with both the changing conditions the corridor is experiencing and with the historical use of the site. A rezoning, therefore, allows the historical use of the property to continue and permits additional revitalization and reinvestment in the infrastructure and buildings located at the site.

EXHIBIT "A"

The Land is described as follows:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

PARCEL A

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right of way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell, and the point of beginning of the lot herein described. From the point of beginning thence run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point; thence South 74 degrees East 830 feet to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence Northwardly along the West right-of-way line of the Old Mobile and Bay Shore Railroad 762 feet, more or less, to a point on the South property line of the property of the heirs of W. H. Rowell; thence North 86 degrees West along the South line of said property of the heirs of W. H. Rowell (following an old ditch and fence line) 581 feet, more or less, to the point of beginning, and being part of the property conveyed by Helen R. Meaher and Augustine Meaher, Jr., to Helen R. Meaher, as Trustee under the Will of Augustine Meaher, deceased, as per map of Oliver C. Hume dated March 15, 1942.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the Office of the Judge of Probate, Mobile County, Alabama.

PARCEL B

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right-of-way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell; then run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point which is the point of beginning. From the point of beginning run South 74 degrees East 830 feet, more or less, to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence South along the West right-of-way line of the Old Mobile and Bay Shore Railroad 200 feet, more or less, to a point on the North line of property formerly of J. A. M. Farnell (now Louise Farnell); thence North 74 degrees West 921 feet to a point on the West right-of-way line of Halls Mill Road; thence Northeast along the Southeast right-of-way line of Halls Mill Road 230 feet, more or less, to the point of beginning.

PARCEL C

From a point where the Section line between Sections 29 and 32, Township 4 South, Range 1 West, intersects the Easterly right-of-way line of Halls Mill Road; thence run Southwestwardly along the Easterly right-of-way line of Halls Mill Road 1136.90 feet for the place of beginning of the lot herein described; thence continue Southwestwardly along the Easterly right-of-way line of Halls Mill Road 60 feet to the Southwest corner of property heretofore conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, by deed dated May 8, 1950 and recorded in Deed Book 503, N.S., page 101 of the records in the Office of the Judge of Probate of Mobile County, Alabama; thence running Eastwardly along a line forming an interior

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company, or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



angle with the Easterly right-of-way line of Halls Mill Road of 47 degrees, 46 minutes, 30 seconds (said line being also the South line of said property so conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company) 89.28 feet to a point; thence run Northwestwardly along a line forming an interior angle of 42 degrees, 13 minutes, 30 seconds with the line last described, 66.11 feet to the Easterly right-of-way line of Halls Mill Road and the place of beginning. All of said measurements being according to survey by Joseph W. Luquire, Jr. dated February 21, 1953, and being a part of the same property conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, dated May 8, 1950 and recorded as aforesaid.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the office of the Judge of Probate, Mobile County, Alabama.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form **8879-CORP**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**E-file Authorization for Corporations**For calendar year _____, or tax year beginning 07/01/24, ending 06/30/25

For use with Form 1120 series returns.

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879CORP for the latest information.

OMB No. 1545-0123

Name of corporation

FARMERS MARKET OF MOBILE COUNTY, IN

Employer identification number

63-0239398**Part I Information (Whole dollars only)**

1 Total Income (Form 1120, line 11) _____

1

2 Total Income (Form 1120-F, Section II, line 11) _____

2

3 Total income (loss) (Form 1120-S, line 6) _____

3

4 Total income (Form 1120, line _____)

4

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize KILGORE, BROWN & BRITTAIN, LLC to enter my PIN as my signature
ERO firm name do not enter all zeros

on the corporation's electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's electronically filed income tax return.

Officer's signature

ROBERT D BROWN07/30/25PRESIDENT**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

VANCE KILGORE

Date

07/30/25

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see Instructions.

Form **8879-CORP** (Rev. 12-2024)

Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Tue 8/19/2025 8:47 AM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Good morning,

Please disregard my previous email. Below is the corrected version:

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, September 3, 2025**.

Note: To date, no Neighborhood Meeting information has been provided.

2. DWG File Submission: If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Wednesday, August 20, 2025**, the case will be scheduled for the **September 18, 2025, Planning Commission agenda**. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Tuesday, August 19, 2025 8:37 AM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Subject: Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good morning,

An invoice for the fees has been issued for the above Rezoning application. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on August 20, 2025**, the application will be placed on the **September 18, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, August 18, 2025 12:11 PM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Subject: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAN JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
M & A RENTALS LLC	4062 GILLNET LN	MILTON	FL	32583
M & B BUILDERS LLC	PO BOX 2947	MOBILE	AL	36652
MAIBEN ROBERT E	900 W GULF TERRA DR	MOBILE	AL	36605
MALDONADO SANTOS NOE ANARIBA & DELFINA ROSAS CHAGALA	2501 KARAGAN DR	MOBILE	AL	36606
MATHERS SHELBY LYNNE & CLAY LAVERN MATHERS	2463 KARAGAN DR	MOBILE	AL	36606
MOFFETT FRANCINE P	2460 N GULF TERRA DR	MOBILE	AL	36605
MOLLISE DANIEL LEWIS & PAME	2866 RAMADA DR W	MOBILE	AL	36693
MOULYET ANNE	4371 NELSON AVE	SARASOTA	FL	34231
O'BANNON KENNETH D &	457 CANADY CT	HAMPTON	GA	30228
PARKER DUNCAN E	2458 N GULF TERRA DR	MOBILE	AL	36605
PHILON JOSEPH & HELEN L PHILON	2452 N GULF TERRA DR	MOBILE	AL	36605
ROSS GLORIA JEAN	835 SASSE ST	CLARKSDALE	MS	38614
SANDERS FRANCES H	2467 KARAGAN DR	MOBILE	AL	36606
SCOTT TASHEKA	3911 VALLAS DR	MOBILE	AL	36605
TACON DAVID M	415 FAIRWOOD BLVD	FAIRHOPE	AL	36532
WACKER JOHN C III ATTN PHILLIP P KARAGAN	23095 PERDIDO BEACH BLVD	ORANGE BEACH	AL	36561

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than 5:00 P.M. on August 18, 2025**, the application will be placed on the agenda for the **September 18, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 8/18/2025 12:11 PM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAM JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
M & A RENTALS LLC	4062 GILLNET LN	MILTON	FL	32583
M & B BUILDERS LLC	PO BOX 2947	MOBILE	AL	36652
MAIBEN ROBERT E	900 W GULF TERRA DR	MOBILE	AL	36605
MALDONADO SANTOS NOE ANARIBA & DELFINA ROSAS CHAGALA	2501 KARAGAN DR	MOBILE	AL	36606
MATHERS SHELBY LYNNE & CLAY LAVERN MATHERS	2463 KARAGAN DR	MOBILE	AL	36606
MOFFETT FRANCINE P	2460 N GULF TERRA DR	MOBILE	AL	36605
MOLLISE DANIEL LEWIS & PAME	2866 RAMADA DR W	MOBILE	AL	36693
MOULYET ANNE	4371 NELSON AVE	SARASOTA	FL	34231
O'BANNON KENNETH D &	457 CANADY CT	HAMPTON	GA	30228
PARKER DUNCAN E	2458 N GULF TERRA DR	MOBILE	AL	36605
PHILON JOSEPH & HELEN L PHILON	2452 N GULF TERRA DR	MOBILE	AL	36605
ROSS GLORIA JEAN	835 SASSE ST	CLARKSDALE	MS	38614
SANDERS FRANCES H	2467 KARAGAN DR	MOBILE	AL	36606
SCOTT TASHEKA	3911 VALLAS DR	MOBILE	AL	36605
TACON DAVID M	415 FAIRWOOD BLVD	FAIRHOPE	AL	36532
WACKER JOHN C III ATTN PHILLIP P KARAGAN	23095 PERDIDO BEACH BLVD	ORANGE BEACH	AL	36561

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than 5:00 P.M. on August 18, 2025**, the application will be placed on the agenda for the **September 18, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/23/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning

Neighborhood Meeting Date: 9/22/2025

Neighborhood Meeting Time: 5:30pm

Neighborhood Meeting Location: Community Church Ministries
2514 Hella Min Road

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Keri Courmanis (agent for Sketchy Invocations)
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

x Keri Co Date: 9/23/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

251.751.9553

601.94

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

Posted 9/9/25
3 of 3 signs



1 of 3 signs
Posted 9/9/25

ALLAN CAMERON LEI

251.751.9553

Posted 9/9/25
3:01 PM

60

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

City Of Mobile
Real Estate Dept
Po Box 1827
Mobile, AL 36633-1827

International Brotherhood
2244 Halls Mill Rd
Mobile, AL 36606

Mulherin Custodial Home
2496 Halls Mill Rd
Mobile, AL 36606

Zion Baptist Church
P O Box 6200
Mobile, AL 36660-0200

Lawrence Timothy W
& Dudley O Davis
2308 Halls Mill Rd
Mobile, AL 36606-2124

Golden Tiger LLC (The)
6810 Rylee Road
Theodore AL 36582-3844

Karagan Phillip P
23095 Perdido Beach Blvd
Orange Beach AL 36561-3048

McGuire Property Company
Po Box 6150
Mobile, AL 36660-0150

Big Charlies Produce LLC
2274 Halls Mill Rd
Mobile, AL 36606-4617

David Tacon
415 Fairwood Blvd.
Fairhope, AL 36532-2709

N & D Properties LLC
53 N Ann St
Mobile, AL 36604-2238

Oneill J C Jr
C/O Betbeze Realty Co Inc
3345 Halls Mill Rd Ste B
Mobile, AL 36606-2500

Farmers Market Of Mobile Co
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Poellnitz Patricia B
2462 Karagan Drive
Mobile, AL 36606

Matthews Gerald W
4057 Beechwood Ln
Mobile, AL 36609-5947

Gulf Coast Truck & Equipment Co
Inc
1000 New Bay Bridge Rd
Mobile, AL 36610-4706

McGuire James E
Po Box 6150
Mobile, AL 36660-0150

M&A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583-8519

1625 LLC
85 N Sage Ave
Mobile, AL 36607

DW Bates Properties LLC
651 Olive Ave
Fairhope AL 36532-2833

Chancellor Properties LLC
Po Box 505
Laurel MS 39441-0505

Gulf Coast Steel Building
C/O Farmers Market Of Mobile
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Sketchy Investments LLC
951 Us Highway 82 W Ste B
Leesburg , Ga 31763-5862

Casildo Fernandez Heliodoro
& Noemi Rosas Chagala
706 Holcombe Ave
Mobile, AL 36606-4240

HGM Holdings LLC
C/O Medlock Management
1077 N Willow Ave Ste 105
Clovis Ca 93611-4415

Thabit Haroun & Lois L
2454 Sayner Ave
Mobile AL 36605-2536

JHR Real Estate LLC
& Elizabeth A Reilly
11401 Roosevelt Blvd
Philadelphia, PA 19154-2102

Kenneth O'Bannon
657 Canady Ct.
Hampton, GA 30228-6366

William and Doris Biggs
2505 Karagan Dr.
Mobile, AL 36606

Sally F. Brown
405 Pennington Circle
Mobile, AL 36606

Emma Myree Clark
2451 Karagan Dr.
Mobile, AL 36606

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

James P. Karagan Life Estate
6412 Willow Brook Run E
Mobile, AL 36608

Santos Noe Anariba Maldonado
Delfina Rosas Chagala
2501 Karagan Dr.
Mobile, AL 36606

Daniel Lewis & Pamela Mollise
2866 Ramada Dr. W
Mobile, AL 36693

Joseph and Helen Philon
2452 N. Gulf Terra Dr.
Mobile, AL 36605

Tasheka Scott
3911 Vallas Dr.
Mobile, AL 36605

Emery Byrd
Attn: Richard Byrd
5433 Spring Dr.
Mobile, AL 36693

CLIFFCO, LLC
10304 Celeste Rd.
Saraland, AL 36571

Joan Lynn Harris as Trustee
1203 E. Flora St.
Tampa, FL 33604

M & B Builders LLC
Post Office Box 2947
Mobile, AL 36652

Shelby Lynne Mathers
Clay Lavern Mathers
2463 Karagan Dr.
Mobile, AL 36606

Anne Moulyet
4371 Nelson Ave.
Sarasota, FL 34231

Gloria Jean Ross
835 Sasse St.
Clarksdale, MS 38614

John C. Wacker, III
Attn: Phillip Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Frederick H. Carley Sr.
2648 Edgewater Dr.
Niceville, FL 32578

Colonial Trailways, Inc.
520 N. Court St.
Montgomery, AL 36104

Howard B. Johnson
900 W Stuart Dr.
Mobile, AL 36605

Robert E. Maiben
900 W Gulf Terra Dr.
Mobile, AL 36605

Francine P. Moffett
2460 N. Gulf Terra Dr.
Mobile, AL 36605

Duncan E. Parker
2458 N. Gulf Terra Dr.
Mobile, AL 36605

Frances H. Sanders
2467 Karagan Dr.
Mobile, AL 36606

September 8, 2025

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

We represent Sketchy Investments, LLC. Sketchy Investments is interested in purchasing the property located at 2243, 2245, 2345 and 2509 Halls Mill Road. Please see the included map (next page).

This Property is currently owned by the Farmer's Market of Mobile County. The Property is currently zoned B-3. Sketchy Investments is interested in rezoning the Property to B-5. This zoning change will allow Sketchy Investments to continue to use the Property as it is currently being used and to add some additional uses, such as outdoor storage of heavy equipment and vehicles, wholesale distribution, warehousing and storage.

The Neighborhood Meeting will provide an opportunity to discuss the rezoning proposal in more detail.

You are invited to attend meeting:

Monday, September 22, 2025

5:30 PM

Community Church Ministries

2514 Halls Mill Road

Mobile, AL 36606

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and identify issues before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Planning Commission meeting on September 18, 2025 at Government Plaza. On September 18, the Planning Commission will consider the Rezoning Request and hold a Public

Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or asking to be heard.

This Neighborhood Meeting is not the same meeting as the Public Hearing.

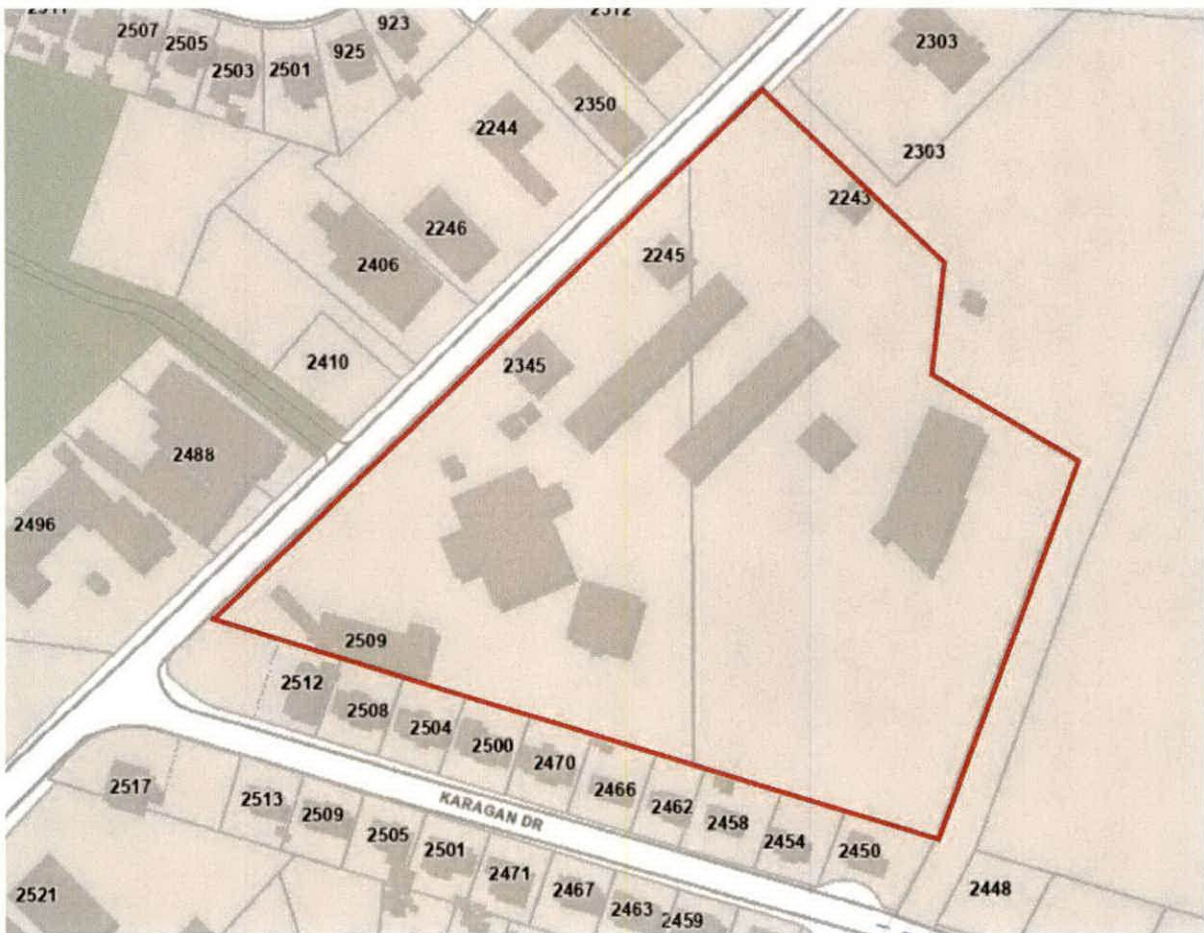
We look forward to discussing this rezoning proposal with you.

Sincerely,



Keri Coumanis

The Farmer's Market property proposed to be Rezoned from B-3 to B-5 is outlined in red:



Sketchy Investments
Sept. 22, 2025
Sign-In Sheet

[illegible]

Community Meeting Summary

Date & Time: Monday, September 22, 2025, at 5:30 PM

Location: Community Outreach Ministries
2514 Halls Mill Road

Attendance:

Three community members were present, including:

- Two representatives from an adjacent business, Colonial Trailways.
- One owner of a commercial property on Halls Mill Road

Materials Distributed:

- Map of Property; Pertinent Use Chart Information (attached)

Presentation Summary:

Casey Pipes, representative of the applicant (Sketchy Investments) provided an overview of the rezoning and subdivision request, explaining as follows:

- The site was formerly used by area farmers for distribution and warehousing.
- The subdivision is necessary to consolidate two metes and bounds parcels into a single lot of record.
- The subject property is currently under contract, pending rezoning approval.
- The applicants (Sketchy Investments) previously purchased two parcels on Halls Mill Road, formerly owned by Gulf Coast Truck and Equipment. This Property shares a northern property line with one of the parcels.
- The long-term intent is to develop the subject property, along with the adjacent parcels, for the storage and parking of automobile transporters.
- The business operations are tied to the Roll On / Roll Off Terminal at the Port, requiring staging areas near the Port for transporters.
- Acquisition of the subject property would provide potential additional ingress/egress to the overall site.

Community Questions & Responses:

Question: Will automobile transporter storage be the only intended use of the property?

Response:

- Currently, several buildings on the site are occupied by month-to-month tenants.
- Sketchy Investments intends to evaluate which buildings may be rehabilitated or retained.

- They also plan to clean up the property, similar to their previous work at the former Gulf Coast Truck site.
- There may be intermediary uses before the site is fully developed.

Question: Do they have to have B-5?

Response:

- Yes, the use meets the definition of "Heavy Duty Commercial Vehicle Parking" which is a "temporary use" allowed by right in B-5.

~~Sept. 28~~
August 25, 2025 Neighborhood Meeting
2243-2509 Halls Mill Road
Site: 12 acres +/-
Currently Zoned B-3; Adjacent to B-5 and R-1
Zoning Requested: B-5

**Potential Uses Allowed by Right
in B-5**

- Heavy Duty Commercial Vehicle Parking
- Heavy Truck/Farm Equipment/Construction Equipment Dealer
- Machinery and Equipment Rental and Leasing
- Machinery and Heavy Equipment Sales and Service
- Wholesale Distribution, Warehousing and Storage

Other Uses Allowed By Right in B-5

- Industrial Launderer
- Linen/Uniform Supply
- Media Production
- Research and Development





City Of Mobile
Real Estate Dept
Po Box 1827
Mobile, AL 36633-1827

International Brotherhood
2244 Halls Mill Rd
Mobile, AL 36606

Mulherin Custodial Home
2496 Halls Mill Rd
Mobile, AL 36606

Zion Baptist Church
P O Box 6200
Mobile, AL 36660-0200

Lawrence Timothy W
& Dudley O Davis
2308 Halls Mill Rd
Mobile, AL 36606-2124

Golden Tiger LLC (The)
6810 Rylee Road
Theodore AL 36582-3844

Karagan Phillip P
23095 Perdido Beach Blvd
Orange Beach AL 36561-3048

McGuire Property Company
Po Box 6150
Mobile, AL 36660-0150

Big Charlies Produce LLC
2274 Halls Mill Rd
Mobile, AL 36606-4617

David Tacon
415 Fairwood Blvd.
Fairhope, AL 36532-2709

N & D Properties LLC
53 N Ann St
Mobile, AL 36604-2238

Oneill J C Jr
C/O Betbeze Realty Co Inc
3345 Halls Mill Rd Ste B
Mobile, AL 36606-2500

Farmers Market Of Mobile Co
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Poellnitz Patricia B
2462 Karagan Drive
Mobile, AL 36606

Matthews Gerald W
4057 Beechwood Ln
Mobile, AL 36609-5947

Gulf Coast Truck & Equipment Co
Inc
1000 New Bay Bridge Rd
Mobile, AL 36610-4706

McGuire James E
Po Box 6150
Mobile, AL 36660-0150

M&A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583-8519

1625 LLC
85 N Sage Ave
Mobile, AL 36607

DW Bates Properties LLC
651 Olive Ave
Fairhope AL 36532-2833

Chancellor Properties LLC
Po Box 505
Laurel MS 39441-0505

Gulf Coast Steel Building
C/O Farmers Market Of Mobile
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Sketchy Investments LLC
951 Us Highway 82 W Ste B
Leesburg, Ga 31763-5862

Casildo Fernandez Heliodoro
& Noemi Rosas Chagala
706 Holcombe Ave
Mobile, AL 36606-4240

HGM Holdings LLC
C/O Medlock Management
1077 N Willow Ave Ste 105
Clovis Ca 93611-4415

Thabit Haroun & Lois L
2454 Sayner Ave
Mobile AL 36605-2536

JHR Real Estate LLC
& Elizabeth A Reilly
11401 Roosevelt Blvd
Philadelphia, PA 19154-2102

Kenneth O'Bannon
657 Canady Ct.
Hampton, GA 30228-6366

William and Doris Biggs
2505 Karagan Dr.
Mobile, AL 36606

Sally F. Brown
405 Pennington Circle
Mobile, AL 36606

Emma Myree Clark
2451 Karagan Dr.
Mobile, AL 36606

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

James P. Karagan Life Estate
6412 Willow Brook Run E
Mobile, AL 36608

Santos Noe Anariba Maldonado
Delfina Rosas Chagala
2501 Karagan Dr.
Mobile, AL 36606

Daniel Lewis & Pamela Mollise
2866 Ramada Dr. W
Mobile, AL 36693

Joseph and Helen Philon
2452 N. Gulf Terra Dr.
Mobile, AL 36605

Tasheka Scott
3911 Vallas Dr.
Mobile, AL 36605

Emery Byrd
Attn: Richard Byrd
5433 Spring Dr.
Mobile, AL 36693

CLIFFCO, LLC
10304 Celeste Rd.
Saraland, AL 36571

Joan Lynn Harris as Trustee
1203 E. Flora St.
Tampa, FL 33604

M & B Builders LLC
Post Office Box 2947
Mobile, AL 36652

Shelby Lynne Mathers
Clay Lavern Mathers
2463 Karagan Dr.
Mobile, AL 36606

Anne Moulyet
4371 Nelson Ave.
Sarasota, FL 34231

Gloria Jean Ross
835 Sasse St.
Clarksdale, MS 38614

John C. Wacker, III
Attn: Phillip Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Frederick H. Carley Sr.
2648 Edgewater Dr.
Niceville, FL 32578

Colonial Trailways, Inc.
520 N. Court St.
Montgomery, AL 36104

Howard B. Johnson
900 W Stuart Dr.
Mobile, AL 36605

Robert E. Maiben
900 W Gulf Terra Dr.
Mobile, AL 36605

Francine P. Moffett
2460 N. Gulf Terra Dr.
Mobile, AL 36605

Duncan E. Parker
2458 N. Gulf Terra Dr.
Mobile, AL 36605

Frances H. Sanders
2467 Karagan Dr.
Mobile, AL 36606



Agenda Item # 11

SUB-003440-2025 & ZON-UDC-003443-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

2243, 2245, 2345, & 2509 Halls Mill Road

Subdivision Name:

Farmers Market of Mobile County Subdivision

Applicant / Agent:

Sketchy Investments, LLC / J. Casey Pipes, Helmsing Leach, P.C.

Property Owner(s):

Farmers Market of Mobile County, Inc.

Current Zoning:

B-3, Community Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-3 to B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>11</u> DATE <u>October 16, 2025</u>
APPLICANT <u>Farmers Market of Mobile County Subdivision</u>
REQUEST <u>Subdivision, Rezoning from B-3 to B-5</u>



SITE HISTORY

The site was annexed into the corporate limits of the City of Mobile in 1945, though it had already been identified for industrial use on the City's 1934 Use District Map. With the adoption of the 1951 Zoning Ordinance, the property was zoned C-2, Community Business District, and R-1, One-Family Residence District. In 1967, the zoning was amended to B-3, Community Business District, a classification the site has retained through the adoption of the Unified Development Code, at which time it was also given the additional "Suburban" Sub-District designation.

The property consists of two (2) metes-and-bounds parcels originally developed as a regional distribution center for fresh produce and farm goods, prior to the adoption of current development regulations.

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a signature block for the Planning Commission, Traffic Engineer, and City Engineer.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
3. Any existing or proposed detention facility shall be maintained as it was constructed and approved.
4. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lot fronts Halls Mill Road, a Minor Arterial Street with a required 70-foot-wide right-of-way at this location. The preliminary plat depicts an existing 50-foot-wide right-of-way with an additional 10 feet proposed for dedication, providing a total of 35 feet from the centerline of Halls Mill Road. Accordingly, no further dedication should be required.

The lot exceeds the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat if approved.

The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 25-foot front yard setback is not illustrated along Halls Mill Road, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's existing and proposed zoning classifications. Therefore, if approved, the required 25-foot front yard setback should be illustrated along Halls Mill Road, adjusted to reflect the proposed dedication.

It should be noted that the additional right-of-way dedication will cause two (2) existing structures to encroach into the required 25-foot front yard setback, creating a nonconforming condition. Future development or redevelopment of the site may require full compliance with the applicable development standards of Article 3 of the UDC, including setback requirements. Alternatively, the applicant may seek a Front Yard Setback Variance from the Board of Zoning Adjustment to allow a reduced setback at that time.

Rezoning

The applicant requests rezoning of the lot resulting from the proposed subdivision from B-3, Community Business Suburban District, to B-5, Office Distribution District, to allow continued use and reinvestment in a 12±-acre site historically operated as the Mobile County Farmers Market, a regional hub for produce distribution and warehousing.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Suburban District, to the north and west; B-5, Office Distribution District, to the east; and R-2, Two-Family Residential Suburban District, to the south.

Surrounding land uses along this segment of Halls Mill Road include a mix of small- and large-scale warehousing and distribution facilities, wholesale establishments, retail stores, offices, a religious facility, a nursing home, and single- and two-family residences.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In support of the request, the applicant notes that the property—now underutilized and containing aging warehouse structures—is contiguous to land rezoned to B-5 under the same ownership in 2023. Rezoning would allow unified operation of both sites for warehousing, distribution, storage, and heavy vehicle/equipment storage,

consistent with the property's historic function and evolving conditions along Halls Mill Road. The request is also stated to align with the *Map for Mobile* Future Land Use designation of Mixed Commercial Corridor and with citywide goals promoting strategic infill, redevelopment of underutilized property, job creation, and economic development in underserved areas.

According to the Future Land Use Map, the site lies within a Mixed Commercial Corridor. While the Future Land Use Plan emphasizes office and commercial activity, it acknowledges the presence of existing commercial development along major transportation corridors. Given the historical and proposed use of the property for warehousing and distribution, and the prevalence of similar uses along this segment of Halls Mill Road, the proposal may merit consideration. The applicant also suggests that the request may correct a possible error in the original zoning designation by better aligning the property's zoning with its long-standing use.

It should be noted that rezoning of the adjoining property to B-5 was recommended by the Planning Commission in November 2023 and subsequently adopted by the City Council in January 2024. This action further supports the current request by reflecting changing conditions in the surrounding neighborhood.

A survey illustrating all existing site improvements was submitted in lieu of a site plan. While rezoning requests are not site-plan specific, it is unclear whether the existing development complies with current development standards. As such, if the rezoning is approved, any future development or redevelopment of the property may be required to achieve full compliance with the applicable provisions of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the proposed dedication, providing 35 feet to the centerline of Halls Mill Road, on the Final Plat;
2. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Revision of the Final Plat to illustrate a 25-foot front yard setback along Halls Mill Road, adjusted to reflect the required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations and Article 2 of the Unified Development Code;
4. Compliance with all Engineering comments noted in this staff report;
5. Compliance with all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

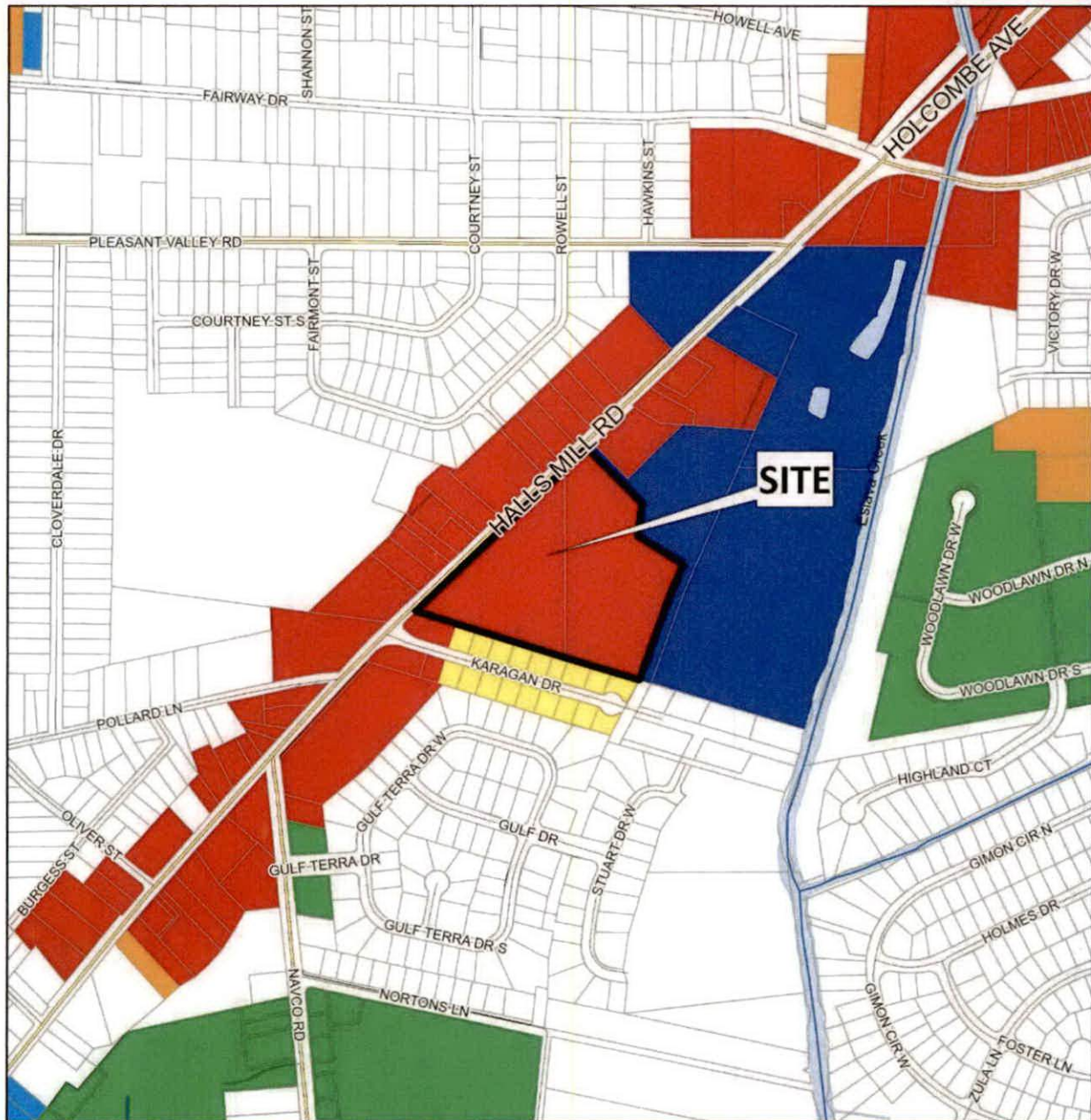
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition(s) could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



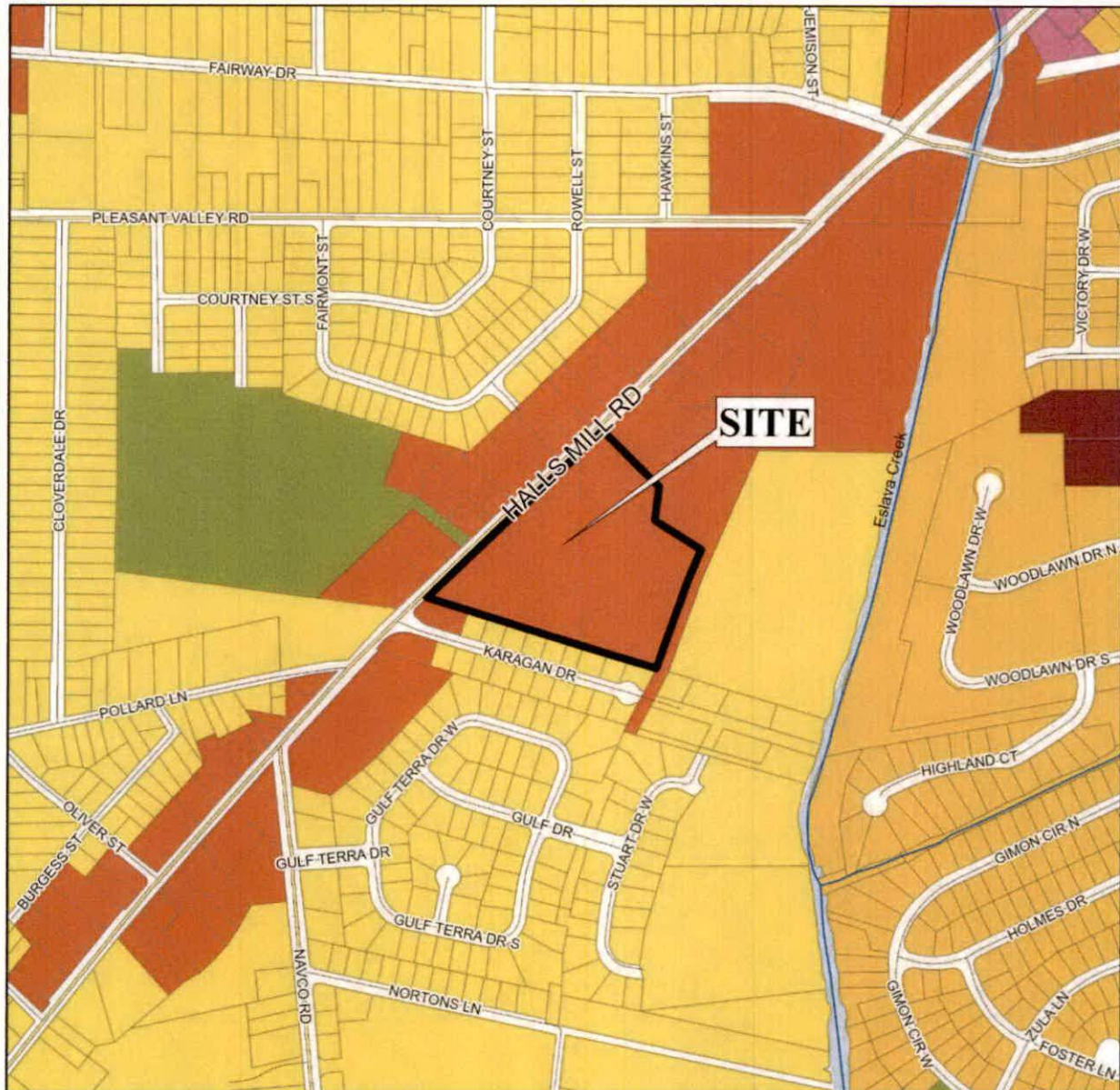
APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5

- | | | | |
|--|---|--|--|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |

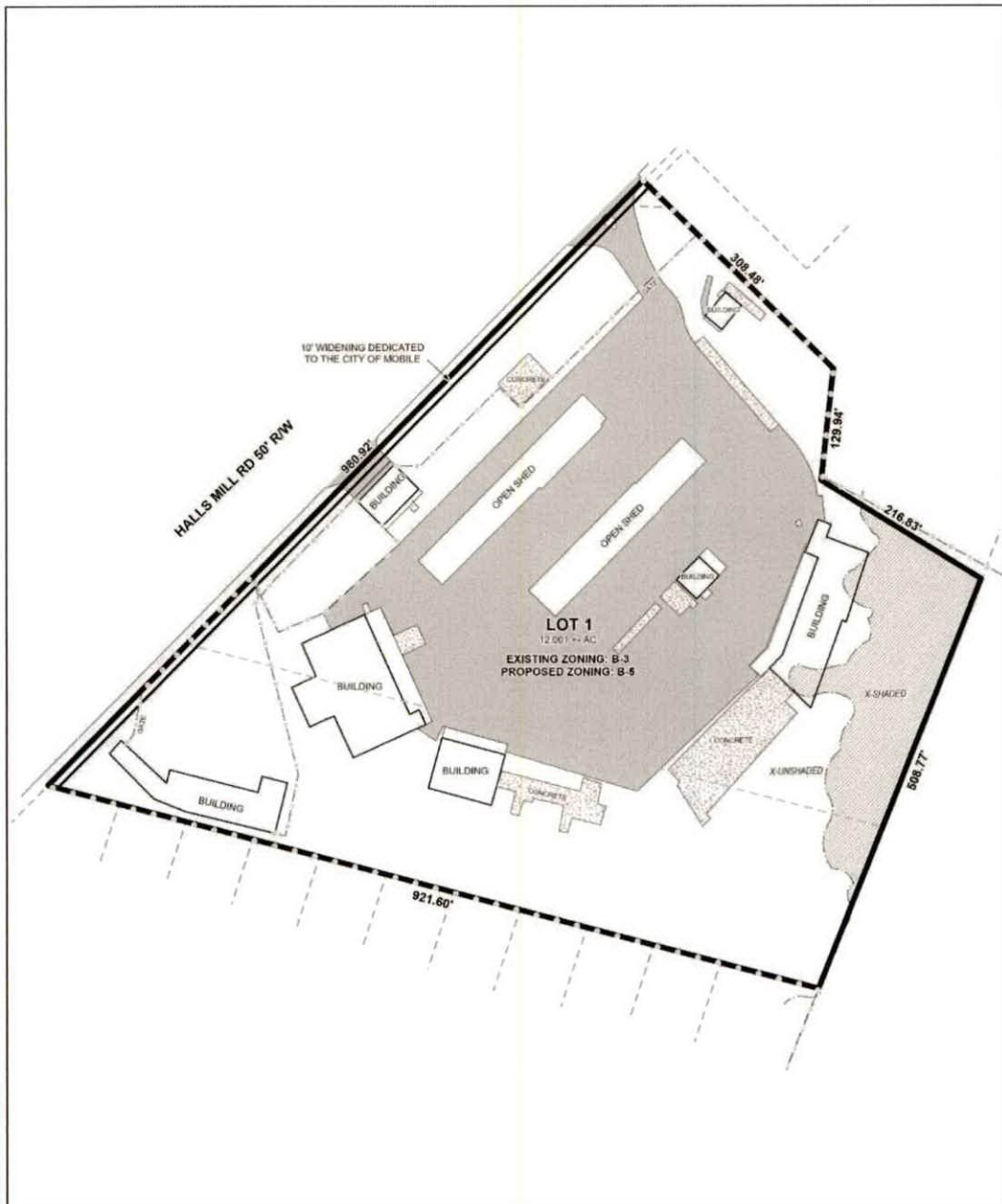


[illegible]

APPLICATION NUMBER 11 DATE October 16, 2025
 APPLICANT Farmers Market of Mobile County Subdivision
 REQUEST Subdivision, Rezoning from B-3 to B-5

N
NTS

SITE PLAN



The site plan illustrates proposed zoning, existing buildings, fencing and drives.

APPLICATION NUMBER	11	DATE	October 16, 2025
APPLICANT	Farmers Market of Mobile County Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-5		

NTS

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Page 745 of 859

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
For Property located at 2574 and 2664 Sollie Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on October 16, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;

4. Provision of a photometric lighting plan when submitting for Land Disturbance permits;
and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.



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

October 22, 2025

Honorable William S. Stimpson
Mayor
City of Mobile

Dear Mayor Stimpson:

Please transfer \$4,020.00 from District 7's Discretionary Funds to Traffic Engineering assist with the replacement of signs and poles, a total of five in District 7. The contact person is Jennifer White, Traffic Engineering Department. She can be contacted by dialing (251)208-2960, or via email at whitej@cityofmobile.org. Thank you for your attention to this matter.

Sincerely,

Gina Gregory
Mobile City Council
District 7

GG/pb

cc: Donna Bryars
Vilater Green
Ricardo Woods
Paul Carbo
Lisa Carroll Lambert
Lana Gauthier
Tierney Leverette
Karen Williamson
Brandi Montgomery
Scott Collins
Tiffany Levy
Lisa Roberts
Kathy Scott

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2574 & 2664 Sollie Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

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

WHEREAS, a Conditional Use Permit application was filed on September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **October 16, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;

3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

**Martin Dorsett
Luke 4:18 Fellowship, Inc.
2574 & 2664 Sollie Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

October 23, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on **October 16, 2025**, considered the request of **Martin Dorsett (Luke 4:18 Fellowship, Inc.)**, for a Conditional Use Permit **to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District** for the property located at **2574 & 2664 Sollie Road**.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit. The proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

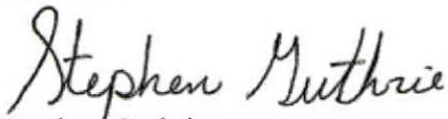
As such, the Planning Commission voted to recommend approval of the Conditional Use Permit

to the City Council, subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2574 & 2664 Sollie Road**.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**. If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Luke 4:18 Fellowship
2664 Sollie Road
Mobile, Alabama 36695

Re: 2574 & 2664 Sollie Road
ZON-CUP-003466-2025
Luke 4:18 Fellowship 2025 Subdivision
District 6
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 16, 2025, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - a) Any applicable development standards; and
 - b) Any applicable use regulations.
2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services;

ZON-CUP-003466-2025 2574 & 2664 Sollie Road
October 17, 2025

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

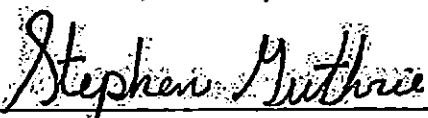
The advertising fee for this application based on the current legal description is **\$414.96**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☒ **Conditional Use Permits**

Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Martin Dorsett	
Firm:	Luke 4:18 Fellowship. Inc.	
Phone:	(251) 401-0774	
Email:	martin@luke418fellowship.org	
Address:	2664 Sollie Road, Mobile AL. 36695	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Luke 4:18 Fellowship. Inc.	John Sprinkle, PE
Firm:		Speaks & Associates
Phone:	(251) 401-0774	(251) 666-4646
Email:	martin@luke418fellowship.org	john@speaks.cc
Address:	2664 Sollie Road, Mobile Al. 36695	732 Oak Circle Dr. W. Mobile Al. 36609

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 3664 Sollie Road, Mobile Al. 36695 12.43 Acres

Property Address Property Area (acres or square feet)
 Key Numbers 02246117 and 04007509

Parcel Number(s) or Key Number(s)
 R-1 Single-Family Residential

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


 Owner Signature

9/10/2025
 Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.buildmobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Planning Commission Application

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	Religious Facility

Have you provided the required information for the selected uses above? ☒ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☒ Planning Commission Application | ☒ Site Plan |
| ☒ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The site has the existing Luke 4:18 Fellowship Church and the addition of the new Youth Building will provide a place for the youth of the surrounding neighborhoods to gather safely.

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☒ Yes ☐ No

If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

The site are is surrounded by Residential Houses to the east, west, and south of the property, with commercial businesses to north along Cottage Hill Road. The main property of this application has existing Luke 4:18 Fellowship Church on the property.

The new construction will be compatible with the existing church complex.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

The adjacent property to the east, southwest, and south is residential lots that have been developed. The property to the north and west is commercial property that has been developed. The proposal will not impact the development or improvement of the adjacent properties.

5. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The existing structure located at 2664 Sollie Road is 37 feet tall with a steeple height of 91 feet.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The site is surrounded by trees to the north, west, and south.

- ☐ Lighting:

The site has site lighting in the parking lot and around the exterior of the existing building.

- ☐ Hours of operation:

Monday -Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. for the administration.

Gatherings for Student ministry on Wednesday nights from 6:00 till 8:30 pm and Sunday mornings from 9:00 till 10:00 am.

- ☐ Other conditions that are unique to the use of the property:

Other uses for congregational events as needed.

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

The new site proposal will have a storm water detention pond that will provide storage as required by the city of mobile.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The property has water and sewer services provided by MAWSS

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is surrounded by trees on the north, west, south side, and by Luke 4:18 Fellowship Church building on the east side.

The trees will cut down most of the noise, dust, and other conditions.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Description of proposal and justification

The proposed project is the addition of a new youth and administration building at Luke 4:18 Fellowship Church. The building will be a single-story metal frame building with a red brick front, metal sides, and back with a concrete walk along the front and north side. The back of the building will have a concrete patio for outside meetings. The building will have nine offices, a conference room, a copy/break room, restrooms, a soda area, an open area, and a stage. The building will be used daily by administrative operations for the church with 16 employees. Monday - Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. Also, gatherings for Student Ministry on Wednesday nights from 6:00 till 8:30 for 75-100 people and Sunday mornings from 9:00 till 10:00 for 50-75 people. The building will be used for congregational events as needed.

The ne building is required because the existing building has become to small to house the growing population.



Re: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/11/2025 1:47 PM
To john@speaks.cc <john@speaks.cc>
Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

We have completed our review of the above-referenced Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025**.

2. DWG File Submission: If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, September 15, 2025**, the case will be scheduled for the **October 16, 2025, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Planning & Zoning
 <https://www.buildmobile.org/assets/images/logo.png>
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, September 10, 2025 12:11 PM
To: john@speaks.cc <john@speaks.cc>
Cc: mdorsett59@gmail.com <mdorsett59@gmail.com>
Subject: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

Good afternoon,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

- 1. Owner Authorization:** The application was signed by Martin Dorsett; however, we are unable to verify Mr. Dorsett's affiliation with Luke 4:18 Fellowship. Please provide one of the following to satisfy this requirement:
 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
- 2. Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025**.
Note: To date, no information regarding the required Neighborhood Meeting has been received.
- 3. Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 2025, Planning Commission** meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **October 1, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Wed 9/10/2025 12:11 PM

To john@speaks.cc <john@speaks.cc>

Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization:** The application was signed by Martin Dorsett; however, we are unable to verify Mr. Dorsett's affiliation with Luke 4:18 Fellowship. Please provide one of the following to satisfy this requirement:
 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025.**
Note: To date, no information regarding the required Neighborhood Meeting has been received.
3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **October 1, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD **MOBILE**

dlogananderson@cityofmobile.org

(251) 208-5895 main

Luke 4:18 Fellowship Parking

Building Area	
Existing	(S.F.)
Group	15000
Other	22300

New	(S.F.)
Group	8270
Other	5180

Required Parking			
	(S.F.)	Space/s.f.	Spaces
Group	23270	150	155
Other	27480	500	55
		Total =	210

Provided Parking			Total	ADA Required
	Regular	Handicap		
Existing	285	16	301	8
New Layout	282	18	300	7

Required Bicycle Parking			1st 10,000	Add. 10,000	Total
New	(S.F.)	Total			
Group	8270	13450	2	1	3
Other	5180				

Prepared By: Speaks and Associates



LUKE 4:18 FELLOWSHIP

DAVID L. BULLOCK
SENIOR PASTOR

Luke 4:18 Fellowship, Inc Trustees as of 5/4/2023

Jimmy Lambert
3809 Ryan Ct
Theodore, AL 36582

Daniel Barber
3100 James Madison Dr. W.
Mobile, AL 36693

James Shore
6770 Deanna Ct
Mobile, AL 36693

Martin Dorsett
6525 Bay Rd
Mobile, AL 36605

William Flagge
2240 Milner Way
Mobile, AL 36695

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE
RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING. CONTAINS 12.43 ACRES.

JAMES & JENNY HAWKINS 7140 LONDONDERRY DR. MOBILE, AL. 36695	RONALD & SARAH YANCEY 7160 LONDONDERRY DR. MOBILE, AL. 36695	KATHRYN HOWARD 2710 WESTON DR. MOBILE, AL. 36695
CYNTHIA M. JONES 2733 LYNNDALL DR. MOBILE, AL. 36695	PATRICIA M. JOHNSON 2725 LYNNDALL DR. MOBILE, AL. 36695	CURTIS & VALERIE BODART 2723 LYNNDALL DR. MOBILE, AL. 36695
FRANK & MARIE COLLIER 2661 LYNNDALL DR. MOBILE, AL. 36695	MICHAEL & PRISCILLA SMITH 2740 WESTON DR. MOBILE, AL. 36695	GABRIEL SIMM 2744 LYNNDALL DR. MOBILE, AL. 36695
HOWARD STEWART & MARGARITA STEWART 2759 LYNNDALL DR. MOBILE, AL. 36695	DEANDRE LACY 2700 LYNNDALL DR. MOBILE, AL. 36695	LUKE 4:18 FELLOWSHIP INC. 2664 SOLLIE RD. MOBILE, AL. 36695
CHERYL MCDOLE & KIMBERLY BURDEN 7180 LONDONDERRY DR. MOBILE, AL. 36695	PRIME DESIGN HOMES LLC 6341 PICCADILLY SQUARE DR. B MOBILE, AL. 36609	DARBY CREEK HOMEOWNERS ASSOC. INC. C/O HERMAN LEE 2730 BENNINGTON DR. MOBILE, AL. 36695
CLARENCE M. BALL JR. 1 SOUTHERN WAY MOBILE, AL. 36619	ARTHUR JOHNSON JR. 2725 LYNNDALL DR. MOBILE, AL. 36695	LIBERTY REALTY LLC 1 2735 BENNINGTON DR. MOBILE, AL. 36695
PSGC PROPERTIES LLC 729 DESTINY PLANTATION BLVD. BILOXI, MS. 39532	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL 3230 RIVERVIEW POINT DR. THEODORE, AL. 36582	CARPENTER HOMES INC. 7267 COTTAGE HILL RD. MOBILE, AL. 36695
STAR SIGNATURE HOME LLC. 1442 W. 165 SERVICE RD. S. MOBILE, AL. 36693	JAMES E. WILLIAMS 2752 LYNNDALL DR. MOBILE, AL. 36695	RICHARD & JANETTE BEAN 2761 LYNNDALL DR. MOBILE, AL. 36695
JAMES PETER BERSCHIEDT & JENNIFER BERSCHIEDT 2612 CHARLESTON OAK DR. W. MOBILE, AL. 36695	JANIS P. SAVAGE 7054 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	DORJEE BELEN P.O. BOX 82084 MOBILE, AL. 36689
LAWRENCE M. PELL & KATHLEEN M. PELL 7051 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	EARL D. ROGERS & LISA ANN ROGERS 2608 CHARLESTON OAKS DR. W. MOBILE, AL. 36695	MOHAMMAD AZMEER 2735 BENNINGTON DR. MOBILE, AL. 36695

HERMAN E. LEE JR. &
MARY D. LEE
2730 BENNINGTON DR.
MOBILE, AL. 36695

EUGENE & LAURA SULLIVAN
2616 CHARLESTON OAK DR. W.
MOBILE, AL. 36695

COLONNADE DEVELOPMENT INC
P.O. BOX 91206
MOBILE, AL. 36691

GERALD HARGROVE
7120 LONDONDERRY DR.
MOBILE, AL. 36695

JOSH WOODS, DISTRICT 6
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

PLANNING AND ZONING
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

--	--

--	--

--

--	--

--	--

--

--

--

[illegible]

--	--

--	--	--

--

--	--

--	--



Agenda Item # 10
SUB-003441-2025 & ZON-CUP-003466-2025

View additional details on this proposal and all application materials using the following link:

[**Applicant Materials for Consideration – Subdivision**](#)

[**Applicant Materials for Consideration – Conditional Use Permit**](#)

DETAILS

Location:
2574 & 2664 Sollie Road South

Subdivision Name:
Luke 4:18 Fellowship 2025 Subdivision

Applicant / Agent:
Luke 4:18 Fellowship

Property Owners:
Luke 4:18 Fellowship Inc.

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Mixed Commercial Corridor

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Subdivision approval to create one (1) legal lot of record.
 - Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.
- Commission Considerations:**
1. Holdover
- Report Contents:**
- | | Page |
|---------------------------------|-------------|
| Context Map | 2 |
| Site History | 3 |
| Staff Comments | 3 |
| Commission Considerations | 6 |
| Exhibits | 8 |

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		
			 NTS

SITE HISTORY

A portion of the site was made a legal lot of record via Luke 4:18 Fellowship Subdivision, a one (1)-lot subdivision approved by the Planning Commission in October 2011 when the site was within the five-mile Planning Jurisdiction.

The site was develop prior to annexation for use as a religious facility.

The site was annexed into the City in July 2023 and was subsequently assigned its current R-1, Single-Family Residential Suburban District zoning classification.

The site has never had any cases before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a written legal description for the new proposed subdivision boundary.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Conditional Use Permit:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) existing legal lot of record and one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Sollie Road South, a component of the Major Street Plan identified as a Major Collector Street with a planned 100-foot-wide right-of-way. As dedication was given with the recording of Luke 4:18 Fellowship Subdivision in 2012 to provide 50 feet from the centerline of Sollie Road South, no additional frontage dedication should be required. However, if approved, the plat should be revised to label the 50-foot right-of-way width from the centerline of Sollie Road South to the front property line of the site, and to also

provide the current total right-of-way width of Sollie Road South. The street label should be corrected to read "Sollie Road South".

The required 25-foot front yard setback line should be retained on the Final Plat, if approved, but the 5-foot side yard and 8-foot rear yard setback lines should be removed from the plat. The SETBACKS table should also be revised to remove the side and rear setbacks.

The proposed lot meets the minimum size requirements of the Unified Development Code (UDC) and, if approved, the plat should be revised to label the lot with its size in both square feet and acres, or a table should be furnished on the Final Plat providing the same information.

Conditional Use Permit

The applicant is proposing a new youth and administration building on the church property, as well as an expansion of the developed site. Section 64-2-24 Use Table of the Unified Development Code (UDC) requires a Conditional Use Permit for a religious facility in an R-1 District, or any expansion thereof. A Neighborhood Meeting is also required prior to the application being presented to the Planning Commission, and the applicant has held such a meeting.

The site is bordered on the North, West and South by R-1, Single-Family Residential Suburban District zoning classifications in use as single-family dwellings or vacant land. To the East across Sollie Road South is R-3, Multi-Family Residential Suburban District zoning in use as a single-family residential subdivision.

The applicant states that the new building is required because the existing building has become too small to house the growing congregation.

The site plan submitted with the application depicts the existing church building and associated parking areas along with the proposed new building. However, the site plan does not provide any information on the square footage of either the existing building or the proposed building; no parking calculations based on the square footage of group seating areas or other areas; no bicycle parking based upon total building square footages. Existing and proposed building square footages are necessary in order to determine if the increase in square footage is 50% or more, which would require full compliance with the landscaping and tree planting requirements for the site.

Furthermore, the site plan does not provide a public sidewalk within the right-of-way and no pedestrian connection from the public sidewalk to the main building entrance, as required by the UDC. No information regarding dumpsters is provided, and no residential buffer is provided.

To summarize, the site plan does not meet the design standards of Article 3, Section 64-3, of the Unified Development Code (UDC). If the Commission should approve the proposed expansion, and prior to forwarding the plan to the City Council, the site plan should be revised to illustrate compliance with Article 3, Section 64-3 of the UDC and be approved by Planning and Zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider a holdover of the request to the November 20th meeting to be considered concurrently with the Conditional Use Permit request.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

Considerations:

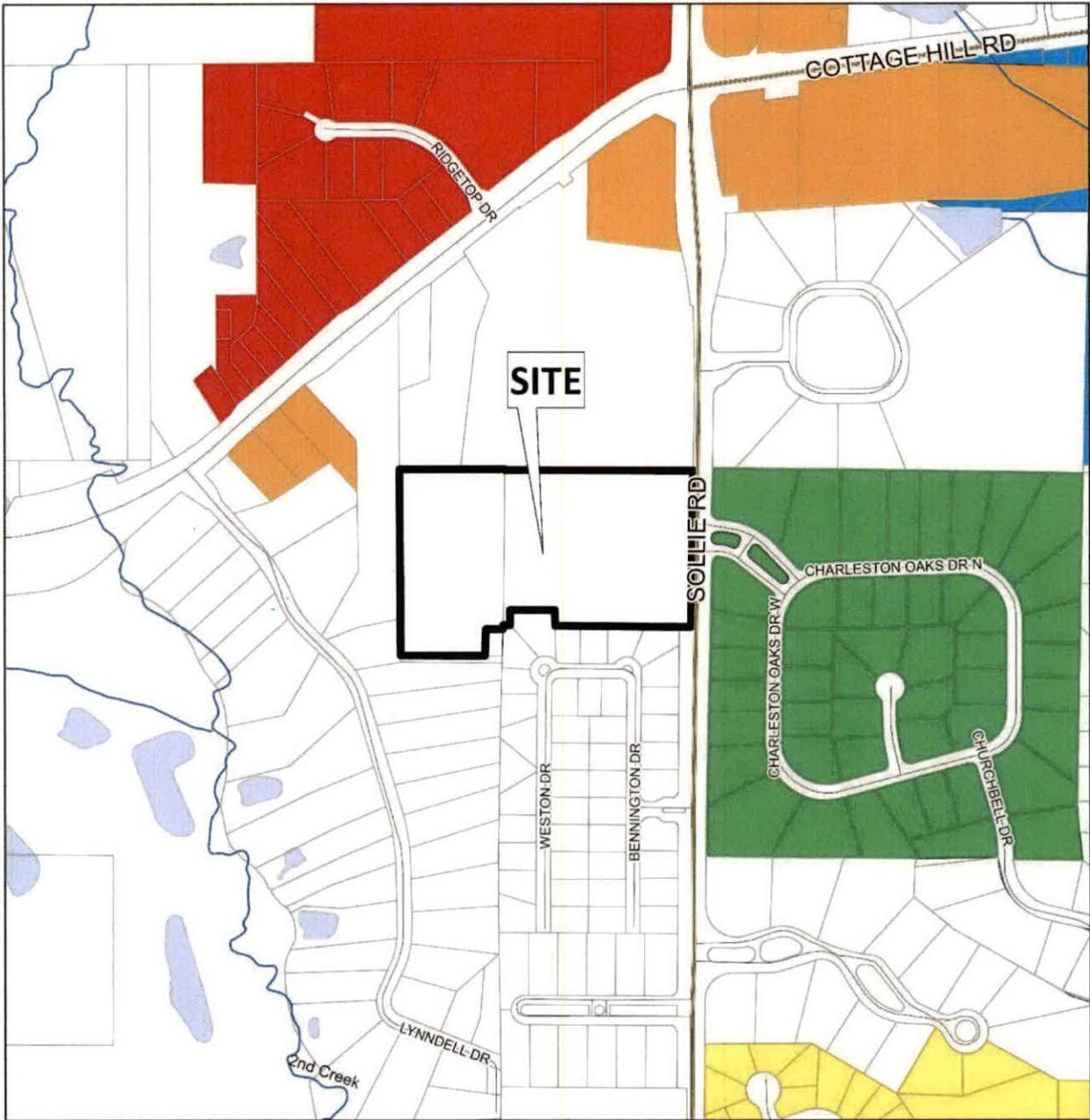
Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission should consider a holdover of the request until the November 20th meeting, with additional information submitted no later than November 6th, to allow the applicant to address the following:

1. Retention Revision of the site plan to illustrate compliance with the development standards of Article 3 of the Unified Development Code.

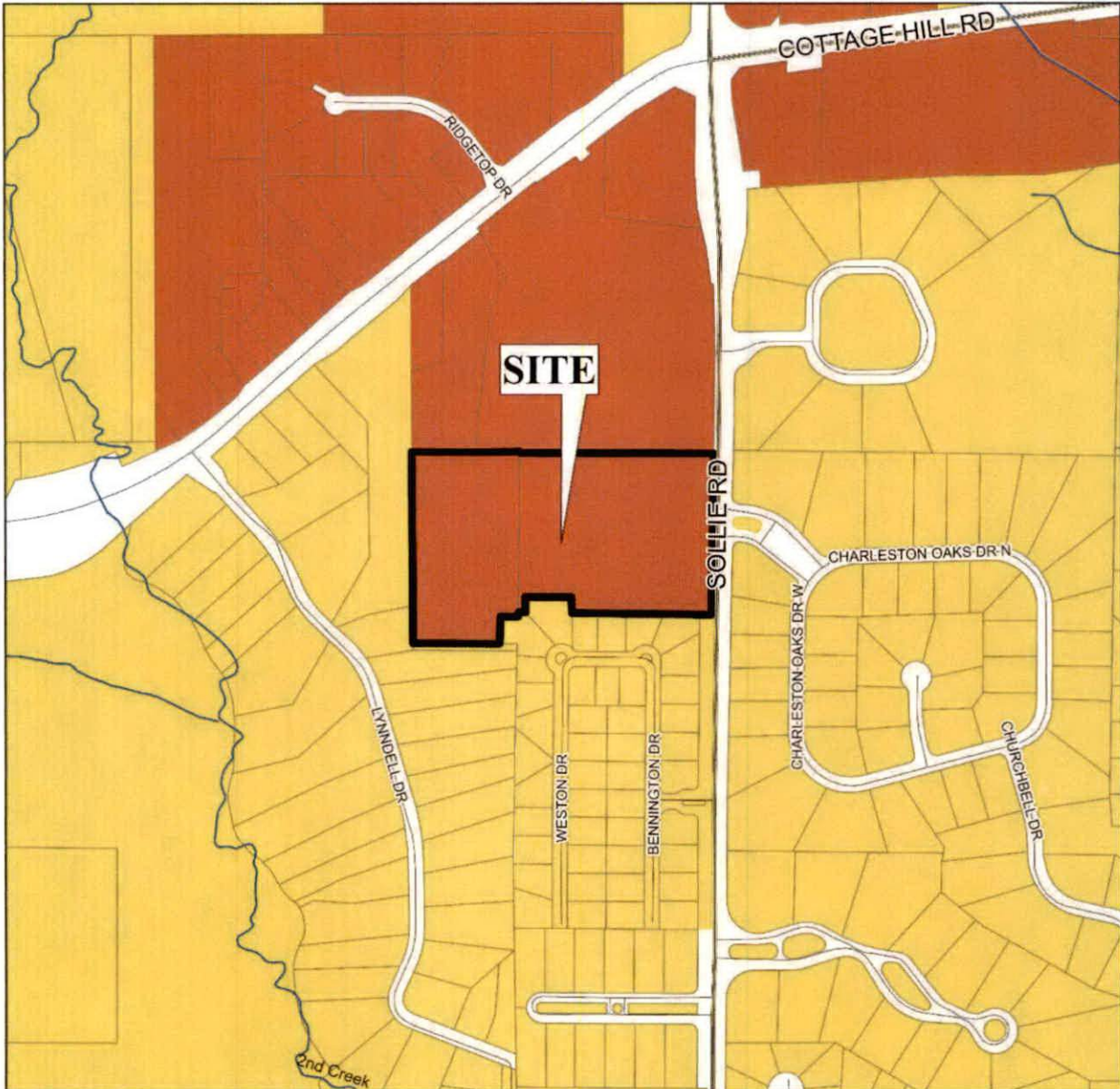
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 16, 2025
APPLICANT Luke 4:18 Fellowship 2025 Subdivision
REQUEST Subdivision, Conditional Use Permit



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 16, 2025

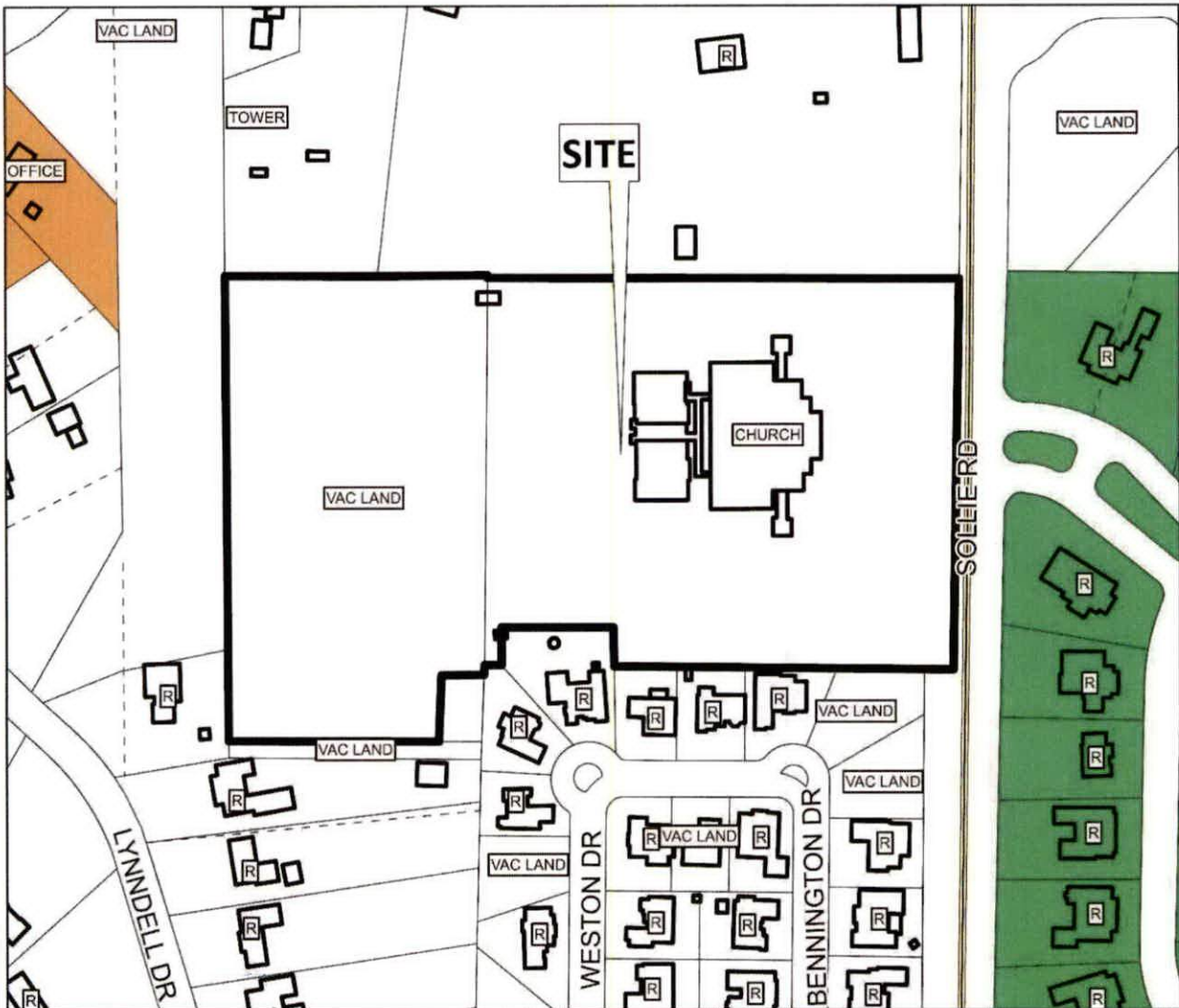
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

- | | | | |
|---|--|---|---|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 10 DATE October 16, 2025

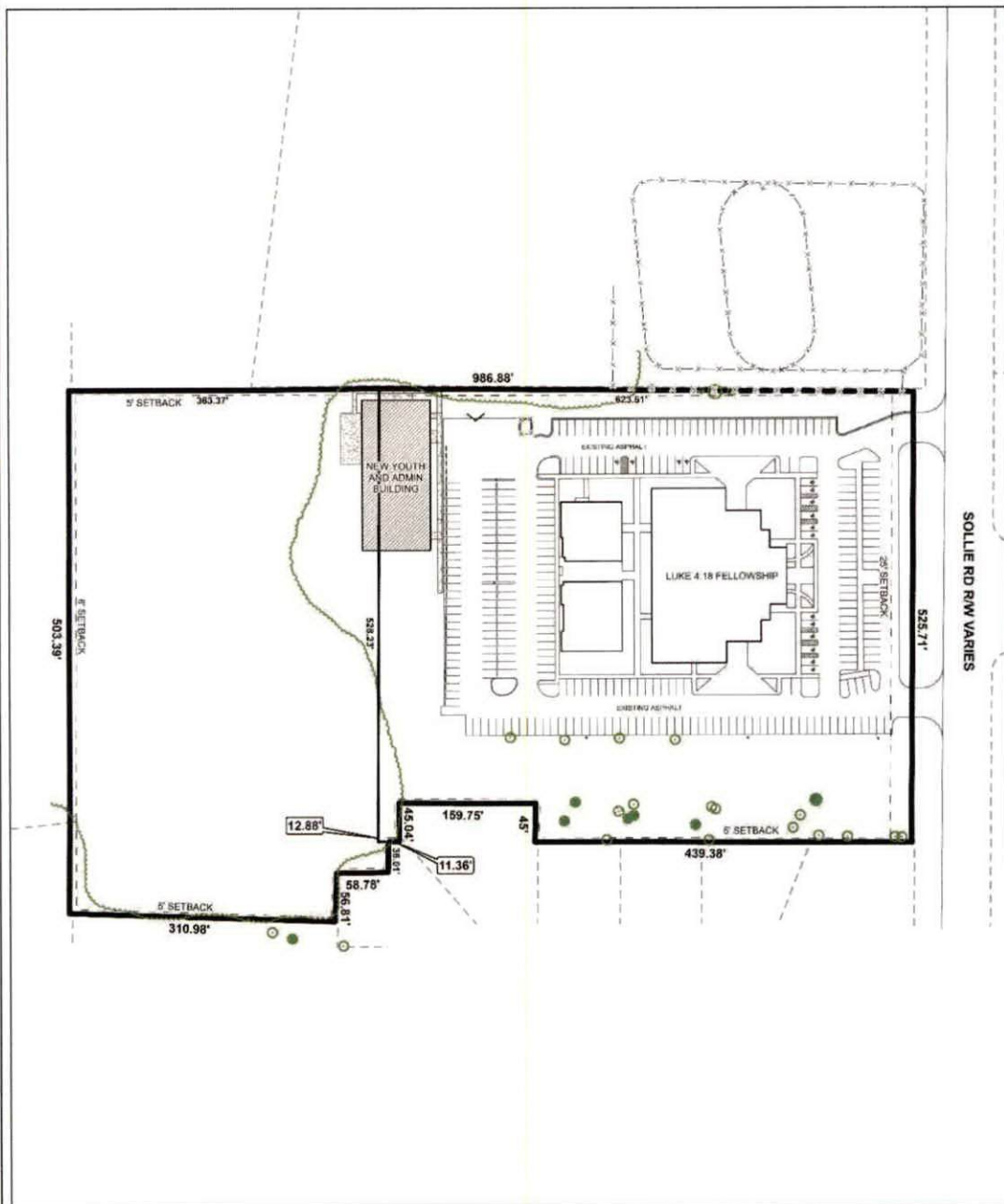
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN



The site plan illustrates

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		



Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example



R E S O L U T I O N

Sponsored by: Councilmember Josh Woods, District 6

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

Type of application: Retail Beer/Table Wine (Off-Premises Only) License

Submitted by: Murphy Oil USA, Inc.

Location: Murphy USA 7988
7081 Airport Boulevard
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	Application Number	License Account #	Council District	Council Agenda Date
11/18/2025	NEW APPLICATION	2025 - 5759	132948	6	December 2, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MURPHY OIL USA INC

Trade Name (DBA)

MURPHY USA 7988

Location Address

7081AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

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 G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/18/2025	NEW APPLICATION	2025 - 5759	132948	6	December 2, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MURPHY OIL USA INC

Trade Name (DBA)

MURPHY USA 7988

Location Address

7081AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

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 *L. Logan Anderson*

Date: November 24, 2025

Re: Application # 5759 / 7081 Airport Blvd.

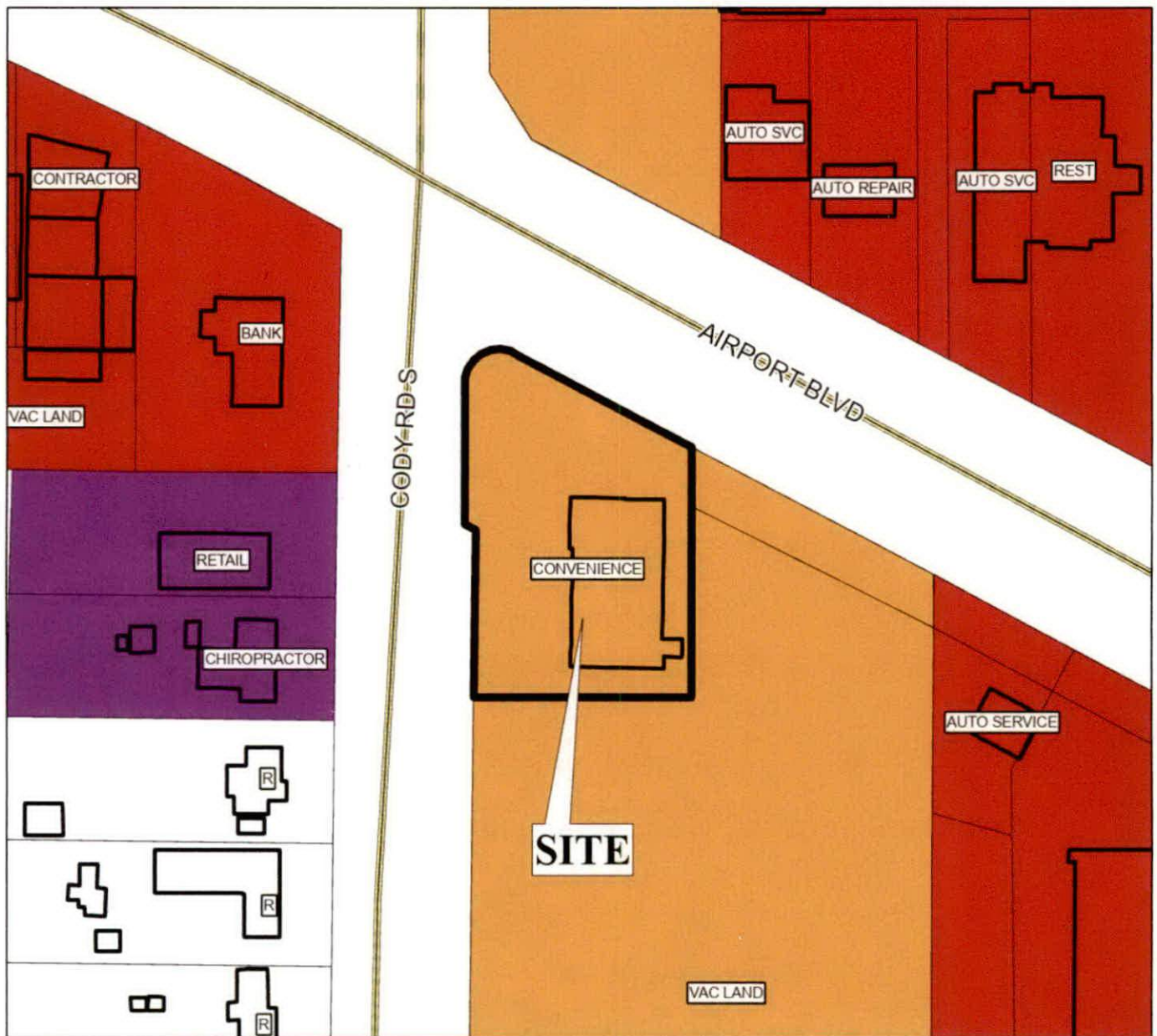
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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 # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5759 DATE 12/2/2025

APPLICANT MURPHY OIL USA INC

LOCATION 7081 AIRPORT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		

City of Mobile Alcoholic Beverage License Application

Application Date 11/18/2025	Application Type NEW APPLICATION	Application Number 2025 - 5759	License Account # 132948	Council District 6	Council Agenda Date December 2, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name MURPHY OIL USA INC			Trade Name (DBA) MURPHY USA 7988		
Business Structure Type CORP - CORPORATION		Incorporation Date 09/28/1992	SOS Entity ID 899 138	State DE	County
Federal Tax ID (EIN) 71-727492	Alabama State Sales Tax ID 6800 07974		Business Phone Number		
Physical Address (Street Address, Suite #) 7081 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) P O BOX 7300		City EL DORADO	State AR	Zip Code 71731	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name TIFFANY CUPP	Title	POA	Phone (870) 315-5248	Email TIFFANY.CUPP@MURPHYUSA.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name PROPERTY RENTALS			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,800	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Driver's License (State, Number)</u>	
ROBERT ANDREW CLYDE		PRESIDENT & CEO			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Driver's License (State, Number)</u>	
GREGORY LYNN SMITH		VP GENERAL COUNCILMAN			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

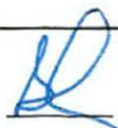
ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information		Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) MALYNDA KAAW WEST		Title EVP COO AND EXECUTIVE	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
If Yes, Law Violation		Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
If Yes, Legal Business Name		Business DBA	Physical Location Address (Street, City, Zip Code)
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
If Yes, Law Violation		Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
If Yes, Legal Business Name		Business DBA	Physical Location Address (Street, City, Zip Code)
Additional State of Alabama ABC License(s) not yet listed on Application			
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)



City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/18/2025	NEW APPLICATION	2025 - 5759	132948	6	December 2, 2025

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

MURPHY OIL USA INC

Trade Name (DBA)

MURPHY USA 7988

Location Address

7081AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
TIFFANY CUPP				

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 10/15/2025

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.

Tara Harris

Revenue Department Representative

Letter to City Council



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

MURPHY OIL USA INC

Trade Name (DBA)

MURPHY USA 7988

Location Address

7081 AIRPORT BLVD

Zip Code

36608

Application Number

2025 - 5759

Notice Post Date @ Location

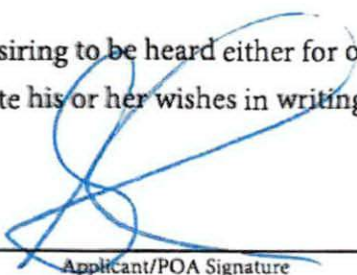
11/18/2025

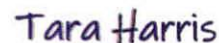
That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

December 2, 2025

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


Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

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 advertising 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:

MURPHY OIL USA INC

dba

MURPHY USA 7988

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

7081 AIRPORT BLVD

, 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 on

December 2, 2025 for application number **2025 - 5759**

- 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 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.



Applicant/POA Signature

Tara Harris

Revenue Department Representative

Notice of Public Hearing

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 advertizing 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:

MURPHY OIL USA INC

dba

MURPHY USA 7988

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

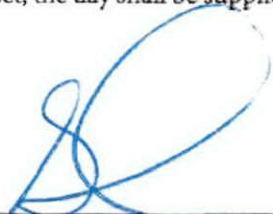
for the premises located at

7081 AIRPORT BLVD

, 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 on **December 2, 2025** for application number **2025 - 5759**

- 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 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.



Applicant/POA Signature

Tara Harris

Revenue Department Representative

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

Greagay Smith

Owner/Applicant/POA Signature



Date of Application Signature

11-18-2025

Title of Person Signing this Application

VP General Counsel Secretary

Sworn to and subscribed before me this 18th day of November 2025

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025



PUBLICLY TRADED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: **20251016160732232**

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: **MURPHY USA 7988** Filing Fee: \$100.00
Applicant: **MURPHY OIL USA INC** Transfer Fee:
Location Address: 7081 AIRPORT BLVD MOBILE, AL 36608
Mailing Address: P O BOX 7300 EL DORADO, AR 71731
County: MOBILE Tobacco sales: YES Tobacco Vending Machines:
Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 899 138

Do you sell Draft Beer?:

Date Incorporated: 09/28/1992 State incorporated: DE County Incorporated: NEW CASTLE

Date of Authority: 12/30/1992

Federal Tax ID: 71-727492

Alabama State Sales Tax ID: 6800 07974

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT ANDREW CLYDE			
GREGORY LYNN SMITH			
MALYNDA KAAY WEST			

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: TIFFANY CUPP

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

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: 20251016160732232

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **RSDGP LLC 870-881-6734**
What is lessors primary 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**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **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: **2800** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251016160732232

Initial each

Signature page

☒ *GS*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *GS*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *GS*

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.

☒ *GS*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *X*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *X*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *GS*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ *GS*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ *GS*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Gregory L Smith*

Signature of Applicant: *GS*

Notary Name (print): *Tiffany Hamaker*

Notary Signature: *Tiffany Hamaker*

TIFFANY HAMAKER
 UNION COUNTY
 NOTARY PUBLIC -- ARKANSAS
 My Commission Expires May 05, 2032
 Commission No. 12719270

Commission expires: *May 5, 2032*

Application Taken: App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251016160732232



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CONVENIENCE STORES



PUBLICLY TRADED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251016160732232

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: MURPHY USA 7988

Filing Fee: \$100.00

Applicant: MURPHY OIL USA INC

Transfer Fee:

Location Address: 7081 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: P O BOX 7300 EL DORADO, AR 71731

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 899 138

Do you sell Draft Beer?:

Date Incorporated: 09/28/1992 State incorporated: DE

County Incorporated: NEW CASTLE

Date of Authority: 12/30/1992

Federal Tax ID: 71-727492

Alabama State Sales Tax ID: 6800 07974

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT ANDREW CLYDE	PRESIDENT AND CEO		
GREGORY VINN SMITH	VP GENERAL COUNCIL AND SECRETARY		
ARALYNIA KAY WEST	EVP COO AND EXECUTIVE		

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: TIFFANY CUPP

Business Phone:

Fax:

Home Phone

Cell Phone:

E-mail:

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: 20251016160732232

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **RSDGP LLC 870-881-6734**
What is lessors primary 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**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **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: **2800** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251016160732232

Initial each

Signature page

☒ *BS*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *BS*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *BS*

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.

☒ *BS*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *X*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *X*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *BS*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ *BS*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ *BS*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Gregory L Smith*

Signature of Applicant:

Notary Name (print): *Tiffany Hamaker*

Notary Signature:

Tiffany Hamaker

TIFFANY HAMAKER
 UNION COUNTY
 NOTARY PUBLIC -- ARKANSAS
 My Commission Expires May 05, 2032
 Commission No. 12719270

Commission expires: *May 5, 2032*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251016160732232



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CONVENIENCE STORES

CERTIFICATE OF INCORPORATION
OF
NEW MURPHY OIL USA, INC.

* * * * *

1. The name of the corporation is

NEW MURPHY OIL USA, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of each incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
V. A. Brookens	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
J. L. Austin	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
M. C. Kinnamon	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

SENT BY:

9-28-92 : 2:50PM :

CT CORP STL-

3026748340:# 5/

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named,
for the purpose of forming a corporation pursuant to the General Corporation Law of the State
of Delaware, do make this certificate, hereby declaring and certifying that this is our act and
deed and the facts herein stated are true, and accordingly have hereunto set our hands this
28th day of September , 1992.

V. A. Brookens
V. A. Brookens , Incorporator

J. L. Austin
J. L. Austin , Incorporator

M. C. Kinnemon
M. C. Kinnemon , Incorporator

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Application for Certificate of Authority to transact business in this state, duly signed and verified pursuant to the provisions of Section 10-2A-232, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to

New Murphy Oil USA, Inc., a Delaware corporation
to transact business in this State under the name of

New Murphy Oil USA, Inc.

and attaches hereto a duplicate original of the Application for such certificate.



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.

12-30-92

Date

Billy Joe Camp

Secretary of State



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MURPHY OIL USA INC
DBA MURPHY EXPRESS #7817

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	6800 07974	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1000 W 7TH ST BAY MINETTE AL 36507-3315
1057 US HIGHWAY 80 W DEMOPOLIS AL 36732-4116
10620 CHANTILLY PKWY MONTGOMERY AL 36117-7582
1091 INDUSTRIAL PKWY SARALAND AL 36571-3719
115 WALKER SPRINGS RD JACKSON AL 36545-2135
11610 MEMORIAL PKWY SW STE A HUNTSVILLE AL 35803-2152
11705 US HIGHWAY 431 GUNTERSVILLE AL 35976-5652
121 ROEBUCK PLAZA DR BIRMINGHAM AL 35206-1512
1341 WALKER CHAPEL RD FULTONDALE AL 35068-1673
13669 HIGHWAY 43 RUSSELLVILLE AL 35653-2831
138 SPRINGVILLE STATION BLVD SPRINGVILLE AL 35146-0000
140 E FORT MORGAN RD GULF SHORES AL 36542-3510
1411 7TH ST S CLANTON AL 35045-3746
1418 HIGHWAY 231 S TROY AL 36081-2504
145 VAUGHAN LN PELL CITY AL 35125-7808
1468 N BRINDLEE MOUNTAIN PKWY ARAB AL 35016-5431
150 SPRINGDALE BLVD MOBILE AL 36606-0000
1501 1/2 AL HIGHWAY 14 E SELMA AL 36703-3201
15441 AL HIGHWAY 24 MOULTON AL 35650-6602
1579 S US HIGHWAY 231 OZARK AL 36360-2846
16073 HIGHWAY 280 CHELSEA AL 35043-8410
1625A PELHAM RD S JACKSONVILLE AL 36265-3314
169 SUPERCENTER DR CALERA AL 35040-5193
1717 S COLLEGE ST STE A AUBURN AL 36832-5870
1915 GLENN BLVD SW FORT PAYNE AL 35968-3534
1960 W MAIN ST CENTRE AL 35960-2811
1970B S UNIVERSITY BLVD MOBILE AL 36609-2924
1997 DR MLK JR EXPRESSWAY ANDALUSIA AL 36420-0000
200 E PEACH ST EL DORADO AR 71730-5836
2001 HIGHWAY 78 E JASPER AL 35501-4041
20390 STATE HWY 181 FAIRHOPE AL 36532-0000
2040 US HIGHWAY 431 BOAZ AL 35957-5902
210 HAYNES ST TALLADEGA AL 35160-2560
215 E MEIGHAN BLVD GADSDEN AL 35903-1046
2150 SPARKMAN DR NW HUNTSVILLE AL 35810-3818
2180 S MCKENZIE ST FOLEY AL 36535-1753



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MURPHY OIL USA INC
DBA MURPHY EXPRESS #7817

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	6800 07974	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2189 COBBS FORD RD PRATTVILLE AL 36066-7701
2191 PELHAM PKWY PELHAM AL 35124-1119
2401 MCFARLAND BLVD E TUSCALOOSA AL 35405-1808
2507 HIGHWAY 280 ALEXANDER CITY AL 35010-3678
25241 PERDIDO BEACH BLVD STE M ORANGE BEACH AL 36561-3102
2576 DOUGLAS AVE BREWTON AL 36426-3552
27521 WALMART DR DAPHNE AL 36526-4871
2800 SPRING AVE SW STE B DECATUR AL 35603-1218
2950 PEPPERELL PKWY OPELIKA AL 36801-6128
3001 FLORENCE BLVD FLORENCE AL 35634-2547
3182 S EUFAULA AVE EUFAULA AL 36027-4406
3184 HIGHWAY 171 N FAYETTE AL 35555-6172
3370 S OATES ST DOTHAN AL 36301-5619
34321 HWY 43 THOMASVILLE AL 36784-0000
35 KELLEY BLVD MILLBROOK AL 36054-0000
3507 20TH AVE VALLEY AL 36854-3206
3809 EASTERN BLVD MONTGOMERY AL 36116-7311
386 SUTTON RD SE OWENS CROSS ROADS AL 35763-9164
3945 GOVERNMENT BLVD MOBILE AL 36693-4316
420 HUNTER LOOP RD MONTGOMERY AL 36108-1825
4214 HIGHWAY 431 ROANOKE AL 36274-2600
4454 MONTGOMERY HWY DOTHAN AL 36303-1578
45 PLAZA LN OXFORD AL 36203-2461
4536 US HIGHWAY 231 WETUMPKA AL 36092-3333
4640 AIRPORT BLVD MOBILE AL 36608-2223
5383 HIGHWAY 90 W MOBILE AL 36619-4205
5564 MCCLELLAN BLVD ANNISTON AL 36206-1664
560 COLONIAL PROMENADE PKWY ALABASTER AL 35007-3126
5700 MCFARLAND BLVD NORTHPORT AL 35476-3539
571 AVALON AVE STE A MUSCLE SHOALS AL 35661-2814
600 BOLL WEEVIL CIR STE 9 ENTERPRISE AL 36330-2700
624 OLIVE ST SW CULLMAN AL 35055-5594
6401 ATLANTA HWY MONTGOMERY AL 36117-4232
670 HIGHWAY 78 SUMITON AL 35148-3419
701 WILLOW LN GREENVILLE AL 36037-8022
7081 AIRPORT BLVD MOBILE AL 36608-3712



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MURPHY OIL USA INC
DBA MURPHY EXPRESS #7817

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	6800 07974	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

7203 AARON ARONOV DR FAIRFIELD AL 35064-1820
756 ACADEMY DR BESSEMER AL 35022-5200
7740 CRESTWOOD BLVD IRONDALE AL 35210-1913
7855A MOFFETT RD SEMMES AL 36575-5557
800 US HIGHWAY 31 S ATHENS AL 35611-3650
805 ANN ST MONTGOMERY AL 36107-2803
8559 WHITFIELD AVE LEEDS AL 35094-7560
8600 MADISON BLVD MADISON AL 35758-1803
916 ODUM RD GARDENDALE AL 35071-4437
918 ALLISON BONNETT MEMORIAL DR HUEYTOWN AL 35023-1831
930 GILBERT FERRY RD SE ATTALLA AL 35954-3338
PO BOX 1091 670 HWY 78 SUMITON AL 35148-1091
DBA MURPHY EXPRESS #8529
DBA MURPHY EXPRESS 7819
DBA MURPHY USA # 7847
DBA MURPHY USA #6987
DBA MURPHY USA #7171
DBA MURPHY USA #7818
DBA MURPHY USA #7819
DBA MURPHY USA #7906
DBA MURPHY USA #7930

 **Department of the Treasury**
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0241681416
Jul 05, 2017 LTR 147C
71-0727492

MURPHY OIL USA INC
% DEE LENFEST
PO BOX 7300
EL DORADO AR 71731-7300 001

Taxpayer Identification Number: 71-0727492

Form(s)

Dear Taxpayer:

Thank you for your telephone inquiry of July 5th, 2017.

Your Employer Identification Number (EIN) is 71-0727492. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

William Delaney
1002964184
Customer Service Representative



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

See Attached

Ownership Type

Company Name

The above described property is ☒ Owned ☐ Leased to/by Murphy Oil USA, Inc.

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 16 day of November 20 25

Notary Printed Name <u>Amanda Hargett</u>	Notary Signature <u>[Signature]</u>	My (Notary) Commission Expires <u>Aug. 30, 2026</u>
--	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Amanda R Hargett
Notary Public
Union County, Arkansas
Comm. Exp. August 30, 2026
Commission # 12698871

Murphy Oil USA, Inc

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, St:

Date Agreement signed

Date Agreement Signed

| Application Property Ownership

STATE OF ALABAMA

COUNTY OF MOBILE

GROUND LEASE

THIS GROUND LEASE (this "**Lease**"), is made and entered into as of the Effective Date (defined in Section 1.2.a herein), by and between RSDGP, LLC, a Texas limited liability company ("**Landlord**"), and MURPHY OIL USA, INC., a Delaware corporation ("**Tenant**"). The parties to this Lease may be referred to individually herein as a "**Party**" or collectively herein as the "**Parties**."

RECITALS

A. Landlord is under contract to purchase the Land (defined in Section 1.1.c herein), as generally shown on the site plan in Exhibit A, attached to and made a part of this Lease (the "**Site Plan**"). The Land is more particularly described in Exhibit B, attached to and made a part of this Lease. The exact legal description of the Land will be as determined by the Survey obtained in accordance with Section 6.1 herein, and will be substituted for the foregoing description and made a part of this Lease as Exhibit B.

B. The Land is subject to that certain Declaration of Ingress and Egress Easements and Restrictive Covenants recorded January 5, 2012, in Book 6848, Page 816, Instrument Number 2012000769, in the Office of the Judge of Probate of Mobile County, Alabama.

C. The Parties desire for Landlord to lease the Premises (defined in Section 1.1.d herein) to Tenant, and to permit Tenant to construct the Improvements (defined in Section 10.1 herein) on the Premises in accordance with this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, the rent to be paid, the mutual covenants and agreements of the Parties set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1: BASIC LEASE TERMS

1.1. Basic Lease Terms – Parties, Property, Use and Exhibits. As used in this Lease, the terms below shall have the following definitions:

- a. **“Landlord”:** RSDGP, LLC, a Texas limited liability company

Landlord’s Address:

Attn: Beau Tucker

- b. **“Tenant”:** Murphy Oil USA, Inc., a Delaware corporation

Tenant’s Address:

Murphy Oil USA, Inc.
Attn.: Property Management

Telephone No.:

And to:

Murphy Oil USA, Inc.
Attn.: Legal Department

Telephone No.:

c. **“Land”:** That certain real property located in the City of Mobile, Mobile County, state of Alabama (the “State”), containing no less than 1.3 acres, as more particularly described in Exhibit B to this Lease.

d. **“Premises”:** The Land, including any structures or improvements now or hereafter constructed thereon, and all easements, rights, interests, benefits, impact credits and other appurtenances thereto.

e. Intentionally omitted.

f. **“Landlord Delivery Obligations”:** The Landlord Delivery Obligations described in Exhibit F attached hereto.

g. **“Permitted Use”:** Subject to all applicable governmental laws, rules, regulations, zoning and the Permitted Exceptions, Tenant’s development of, and operation on, the Premises (i) as a Murphy Express motor fuel facility and convenience store of any type and character for up to twenty-four (24) hours per day, including product lines, services, special features and/or departments included in the subject convenience store from time to time (“Intended Use”), and (ii) for any and all other lawful uses.

h. List of Exhibits:

- i. **EXHIBIT A:** Site Plan
- ii. **EXHIBIT B:** Legal Description of Land
- iii. **EXHIBIT C:** Rent Commencement Date Letter
- iv. **EXHIBIT D:** Notice of Election
- v. **EXHIBIT E:** Memorandum of Lease
- vi. **EXHIBIT F:** Land Development Planning and Landlord Delivery Obligations
- vii. **EXHIBIT G:** Notice of Acceptance

1.2 Basic Lease Terms - Timelines.

a. **"Effective Date":** The date when the latter one of Tenant and Landlord has properly executed this Lease (as determined by the date under each signature) and delivered at least one (1) executed copy thereof to the other Party.

b. **"Inspection Period":** The Inspection Period will commence on the Effective Date and expire on the date that is ninety (90) days thereafter.

c. **"Permitting Period":** Provided Tenant notifies Landlord of its intent to proceed to the Permitting Period prior to the expiration of the Inspection Period, then immediately following the expiration of the Inspection Period, Tenant will have one (1) period equal to the greater of (i) the number of days as determined by Tenant pursuant to its site investigation report and of which Tenant notifies Landlord in writing prior to the expiration of the Inspection Period (Tenant's failure to provide such notice will result in the following option "(ii)" being effective), and (ii) one hundred-eighty (180) days beyond the expiration of the Inspection Period. Tenant may, in its sole and absolute discretion, elect to extend the Permitting Period for three (3) additional period(s) of forty-five (45) days by providing written notice thereof to Landlord prior to the expiration of the Permitting Period, or any extension thereof, as applicable. All references to the Permitting Period contained herein refer to the Permitting Period, as extended.

d. **"Notice of Election":** Tenant's written notice to Landlord that Tenant is proceeding with the Lease beyond the Inspection Period and Permitting Period, a copy of which attached hereto as **Exhibit D**, to be delivered by Tenant within five (5) business days following the expiration of the Permitting Period, pursuant and subject to Section 5.3 of this Lease.

e. **"Landlord Delivery Deadline":** The period during which Landlord will complete the Landlord Delivery Obligations, the conclusion of which will be no later than forty-five (45) days following Tenant's issuance of the Notice of Election.

f. **"Notice of Acceptance"**: Tenant's written notice to Landlord confirming Tenant's approval of Landlord's completion of the Landlord Delivery Obligations.

g. **"Delivery Date"**: The date on which the last of: (i) the Notice of Election; and (ii) the Notice of Acceptance, have been delivered (or are deemed to have been delivered) by Tenant to Landlord.

h. **"Rent Commencement Date"**: The earlier of (i) the date on which Tenant opens for business to the public on the Land, or (ii) one-hundred eighty (180) days after the Delivery Date. The Parties agree to execute a written acknowledgment evidencing the Rent Commencement Date within ten (10) days following such date, in substantially the form attached hereto as Exhibit C.

i. **"Term"**: The period commencing upon the Rent Commencement Date and expiring on the last day of the calendar month in which the twentieth (20th) anniversary of the Rent Commencement Date occurs.

j. **"Option Term(s)"**: Provided there is no then-existing Event of Default (as defined in Section 17.1 herein) beyond all applicable notice and cure period(s), Tenant may renew this Lease for up to four (4) additional consecutive periods of five (5) years each by delivering written notice of its intent to renew to Landlord not later than one hundred eighty (180) days before the expiration of the original twenty (20) year term or the then-current Option Term, as the case may be. The "Term" as used in this Lease is inclusive of all exercised Option Terms.

1.3 Basic Lease Terms - Rent

a. **"Annual Rent" and "Monthly Rent"**: In consideration of leasing the Premises, Tenant agrees to pay Landlord, or Landlord's designated agent, at the address set forth herein, the following Annual Rent and Monthly Rent, such Monthly Rent due and payable on the first day of each month during the Term, beginning on the Rent Commencement Date:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Years 1-5	\$168,000.00 per year	\$14,000.00 per month
Lease Years 6-10	\$181,440.00 per year	\$15,120.00 per month
Lease Years 11-15	\$195,955.20 per year	\$16,329.60 per month
Lease Years 16-20	\$211,631.62 per year	\$17,635.97 per month

b. **"Option Rent"**: The Annual Rent and Monthly Rent payable for the Option Term(s), as applicable, will be as follows:

<u>Option Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
#1 (Lease Years 21-25)	\$228,562.15 per year	\$19,046.85 per month
#2 (Lease Years 26-30)	\$246,847.12 per year	\$20,570.59 per month
#3 (Lease Years 31-35)	\$266,594.89 per year	\$22,216.24 per month
#4 (Lease Years 36-40)	\$287,922.48 per year	\$23,993.54 per month

The term "Lease Year" as used in the rent tables above means the approximate twelve (12) month period beginning on the Rent Commencement Date and ending on the last day of the calendar month in which the first anniversary of the Rent Commencement Date occurs, the twelve (12) month period commencing on the first day of the calendar month immediately after the calendar month in which the first anniversary of the Rent Commencement Date occurs and ending on the last day of the calendar month in which the second anniversary of the Rent Commencement Date occurs, and continuing accordingly throughout the successive similar twelve (12) month periods occurring during the Term. By way of example only, if the Rent Commencement Date occurs on October 15, then the first (1st) Lease Year would end on October 31 of the following year, with each successive Lease Year thereafter commencing on November 1 and ending on October 31 of the following year. If the Rent Commencement Date is other than the first day of a month, then the amount of Monthly Rent payable on the Rent Commencement Date will be prorated based on the following formula: [Monthly Rent] times [total number of days remaining in month / total number of days in month].

ARTICLE 2: DEMISE OF PREMISES

For and in consideration of the rents, taxes and other charges and expenses to be paid by Tenant, and in consideration of the performance by Tenant and Landlord of the covenants below, Landlord demises and lets to Tenant, and Tenant leases from Landlord, the Premises for the Permitted Use, pursuant and subject to the terms of this Lease.

ARTICLE 3: RENT

3.1. Monthly Rent. During the Term, Tenant agrees to pay Landlord, or Landlord's designated agent, via ACH only, the Monthly Rent. Landlord may, from time to time during the Term, direct Tenant to pay all such rents and other monies due hereunder to a designated agent and/or another address by providing Tenant at least a thirty (30) day advance written notice thereof. Upon delivery of such notice, Landlord releases Tenant of any and all liability to Landlord for any and all payments properly made to such designated agent and/or new address, and will defend, indemnify, and hold Tenant harmless of and from any and all claims, demands, losses, or liabilities arising therefrom.

3.2. Late Fees. If any Monthly Rent is not paid within thirty (30) days after the same becomes due and payable, any and all Monthly Rent and other sums owing to Landlord hereunder

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LANDLORD:

RSDGP, LLC, a Texas limited liability company

By: DocuSigned by:
Kevin Mattson
7C5CC8F18AF840C...

Name: Kevin Mattson

Title: Manager

Date: 11/29/2023

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

TENANT:

MURPHY OIL USA, INC.,
a Delaware corporation

^{DS}
SD

^{DS}
SD

By: ^{DocuSigned by:}
Jennifer Bridges
6291C856820D463

Name: Jennifer Bridges

Title: SVP, Asset Development

Date: 12/14/2023



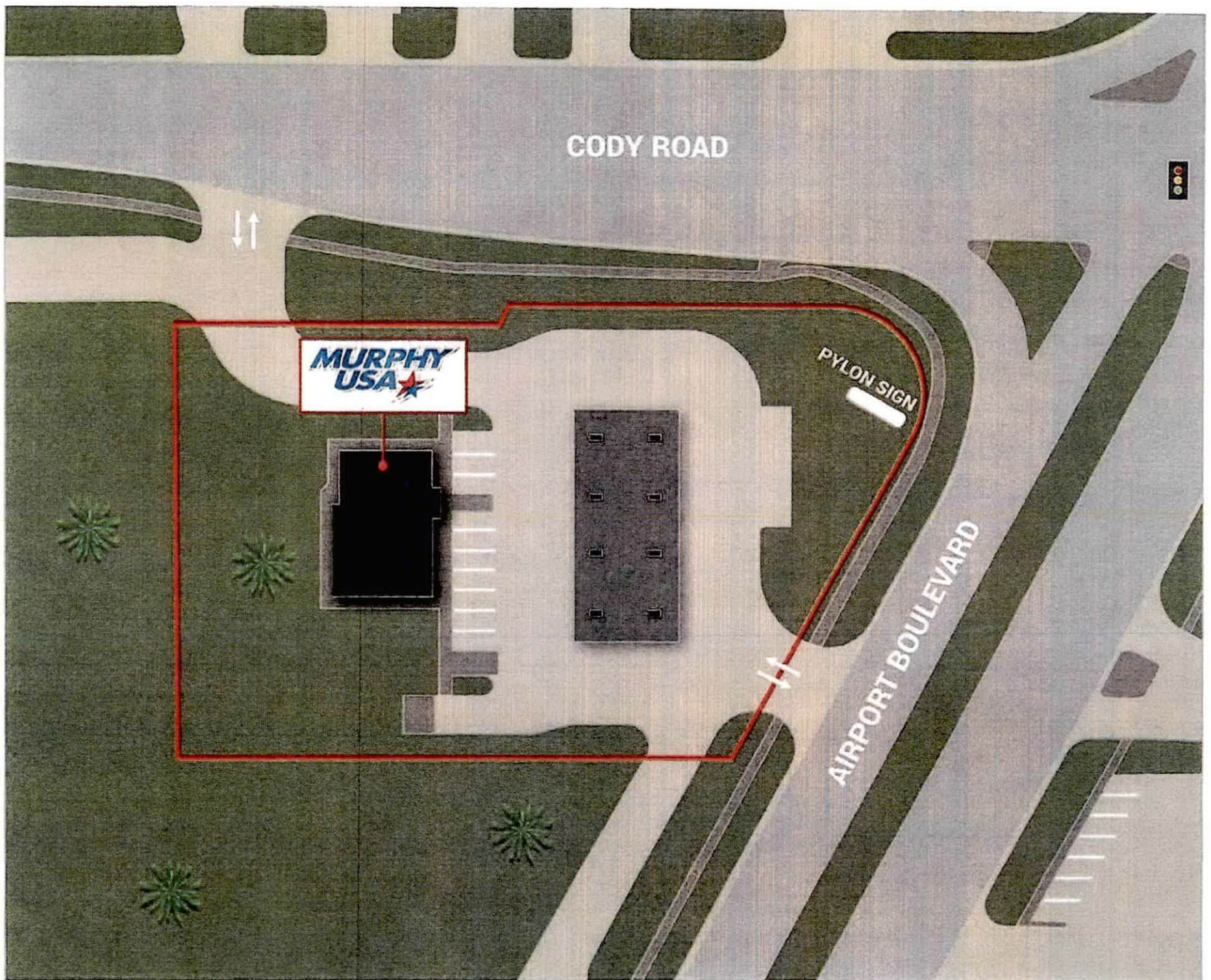
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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 ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☐ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Murphy Oil USA, Inc.				Trade Name (DBA) Murphy USA #7988			
Company Physical Address (Street Address, Suite #) 7081 AIRPORT BLVD				City MOBILE	State AL	Zip Code 36608	
Business Contact Person Information							
Name Tiffany Cupp		Title License Specialist		Phone 870-315-5248		Email tiffany.cupp@murphyusa.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2800	Parking Provided 11	Parking Required 10	Compliance ✓		Zoning B-2	Approved ✓	
Comments							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler				Date 11-12-2025	

| Planning and Zoning





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-163258-2025

Issue Date: 11/04/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022804202000043.	7081 Airport Blvd	

Business Name	Issued To	Zoning Districts
MURPHY USA #7988	Name: MADELINE MCVAY Company: MURPHY USA #7988 Address: 7081 Airport Blvd MOBILE, AL 36608 Phone:	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 95** 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



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: **November 13, 2025**

SUBJECT: **Repeat Weed Lien Invoices G-95**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 95. Please place these on the City Council's Agenda for December 2, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER					5591	
		GROUP 95					Res. No.	
8/17/2025		1st REPEAT WEED LIEN LETTERS SENT					11-058	
12/2/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	962 Arlington Street	3		68991	10/25/2022	1	\$ 275.00	
2	2956 Northwest Dr	1		68995	8/29/2023	1	\$ 719.44	
3	355 Ryland Street	2		68996	8/13/2024	2	\$ 550.00	
4	202 Cuba Street	2		68997	10/25/2022	2	\$ 375.00	
5	1571 Plover Street	2		68998	8/1/2023	1	\$ 310.00	
6	1004 Alba Street	3		68999	11/29/2022	1	\$ 275.00	
7	3002 First Avenue	1		69000	2/25/2025	1	\$ 300.00	
8	1553 Plover Street	2		69001	6/27/20223	3	\$ 650.00	
9	200 Cuba Street	2		69002	11/15/2022	2	\$ 410.00	
10	2009 Jones Avenue	1	57624	69003	10/22/2024	1	\$ 526.00	
11	2972 Northwest Drive	1	53899	69004	10/25/2025	1	\$ 870.00	
12	804 Charles Street	2	63741	69005	11/7/2023	1	\$ 50.00	CBO
13	164 Hemley Avenue	2	59190	69006	2/27/2024	1	\$ 926.00	
14	854 Marine Street	3		69007	11/29/2022	3	\$ 790.00	
15	218 Rylands Street	2		69008	2/14/2023	2	\$ 375.00	
16	219 Rylands Street	2		69009	8/13/2024	2	\$ 445.00	
17	1951 St Stephens Road	1		69010	6/27/2023	2	\$ 589.48	
18	1328 Adams Street	2		69013	11/7/2023	2	\$ 50.00	CBO
19	1754 Dr Martin Luther King Jr Ave	2		69014	9/10/2024	2	\$ 375.00	
20	512 Oak Drive Ct	2		69015	9/20/2022	2	\$ 375.00	
Total							\$ 9,235.92	
District total for this group			Numbers of lots cut					
1	5			1	5			
2	12			2	10			
3	3			3	3			
4	0			4	0			
5	0			5	0			
6	0			6	0			
7	0			7	0			
	20				18			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Jerry Jackson 11-14-25
Marchetta Junte 11-14-25



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **95** Item # **1**

Lot Description: **LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 009.XXX) 962 ARLINGTON ST**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean

SECRETARY
Madeline J. Smith

INSPECTOR
[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **CASTER BYRON MARCEL**
C/O CEDRIC CASTER
Address: **18775 HAYES ST**
City, State, Zip: **MOUNT VERNON, AL 36560-5539**
Repeat Group Number: **95** Item # **2**

Lot Description: **LOT 281 LIBERTY PARK MBK 5 P 66 #SEC 07 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 026.XXX) 2956 NORTHWEST DR**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		17,555	\$ 0.0125	\$ 219.44
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 719.44



SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: ROBERTSON VIRGINIA JOHNSON

Address: P. O. BOX 74

City, State, Zip: SEMMES, AL 36575-0074

Repeat Group Number: 95 Item # 3

Lot Description: TH N 34 FT OF LOT 15 THOMAS MOODY EST DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 233.XXX) 355 RYLANDS ST

Nuisance Date: 9/19/2025

Date lot was cut: 10/30/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,438	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 550.00

Shelia E. Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: STATE OF ALABAMA
CITY OF MOBILE
205 GOVERNMENT ST
Address: 5TH FLR STE 519 SOUTH TWR
City, State, Zip: MOBILE, AL 36602
Repeat Group Number: 95 Item # 4

Lot Description: PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 226.XXX) 202 CUBA ST

Nuisance Date: 9/19/2025

Date lot was cut: 10/30/2025 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,970	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -

Total Project Cost: \$ 375.00

Shelia E. Dean
SECRETARY
Marquita J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **CURRY DOROTHY JEAN TAYLOR**

% CHARLENE CURRY

Address: **3613 E FORGE RD**

City, State, Zip: **DAVIE, FL 33328**

Repeat Group Number: **95** Item # **5**

Lot Description: **LOT 48 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 069.XXX) 1571 PLOVER ST**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,200	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 310.00

Shelia E. Deaw

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: SIMS CHARLENE
Address: 1239 SUDAN ST
City, State, Zip: MOBILE, AL 36693-4401
Repeat Group Number: 95 Item # 6

Lot Description: THE S 1/2 OF LOT 26 COWAN SUB DBK 77 N S PG 357 DESC AS BEG AT SE COR OF LOT 26 RUN THEN WLY ALG N/L OF (FRANKLIN ST) ALBA ST 47 FT TO PT RUN THEN NLY ALG W/L OF SAID LOT 55 TO PT THEN RUN ELY & PAR WITH SAID (FRANKLIN ST) ALBA ST 47 FT TO E/L OF LOT & RUN THEN SLY ALG E/L 55 FT TO PT OF BEG #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 045.XXX) 1004 ALBA STREET

Nuisance Date: 9/19/2025

Date lot was cut: 10/30/2025 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,585	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Dean
SECRETARY
Napheetha J. Santos
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **LEVINE ABE LEE**
Address: **517 OSAGE ST**
City, State, Zip: **MOBILE, AL 36617-3862**
Repeat Group Number: **95** Item # **7**

Lot Description: **LOT 10 BLK A BOOKER T WASHINGTON GDNS MBK 4 P 208 #SEC 44 FT4S R1W #MP29 02 44 0 012 (29 02 44 0 012 126.XXX) 3002 FIRST AVENUE**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		12,000	\$ 0.0125	\$ 150.00
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 300.00

Shelia E Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **MIXON EDWARD**
Address: **111 S CATHERINE ST APT 1A**
City, State, Zip: **MOBILE, AL 36604-1701**
Repeat Group Number: **95** Item # **8**

Lot Description: **LOT 39 COLGIN ADD TO OAKDALE DBK 115 P 361 UNRECORDED Q/D DTD 10/9/86 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 060.XXX) 1553 PLOVER STREET**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,823	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 650.00

Shelia E Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **TRAINER SHIRLEY M**
Address: **1665 VAN DORN ST**
City, State, Zip: **MOBILE, AL 36605-2007**
Repeat Group Number: **95** Item # **9**

Lot Description: **THAT CERTAIN LOT OF LAND ON E/S OF CUBA ST BDED BY LINE DESC AS FOLLS- BEG AT PT ON E/S OF CUBA ST 129.03 FT S OF SE COR OF CUBA ST & CAMP ST THEN RUN S-LY ALG E/L OF CUBA ST 27.72 FT THEN WITH DEFL ANG TO LT 70 DEG 40 MIN RUN E-LY ALG LINE OF FENCE DIS OF 110 FT TO PT THEN WITH DEFL ANG TO LT 109 56 MIN RUN N-LY DIS OF 26.3 FT TO PT THEN WITH DEFL ANG TO LT 70 DEG 48 MIN RUN N-LY DIS OF 110 FT TO PT OF BEG BEING A PORTION OF LOT 3 TOUART SUB OF HASTIE TRT DBK 90 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007(29 06 40 0 007 225.XXX) 200 CUBA STREET**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,970	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 410.00

Shelia E Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **MALONE YOLANDA L BRAXTON**
Address: **2153 MIMOSA DR**
City, State, Zip: **MOBILE, AL 36617-2681**
Repeat Group Number: **95** Item # **10**

Lot Description: **LOT 18 BLK F SUNNYMEADE SUB MBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 353.XXX) 2009 JONES AVENUE**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,725	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 526.00

Shelia E Dean

SECRETARY
Marquetha J. Tate

INSPECTOR
[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **WHITE SHARON D**
Address: **2972 NORTHWEST DR**
City, State, Zip: **MOBILE, AL 36607**
Repeat Group Number: **95** Item # **11**

Lot Description: **LOT 273 LIBERTY PARK MBK 5 PG 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 032.XXX) 2972 NORTHWEST DRIVE**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	85	\$ 7.00	\$ 595.00

Total Project Cost: \$ 870.00

Shelia E Dean

SECRETARY
Margaret J. Tate

INSPECTOR
Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **STOVAL TASHAY D**
Address: **911 ST THOMAS AVE**
City, State, Zip: **PRICHARD, AL 36610-2834**

Repeat Group Number: **95** Item # **12**

Lot Description: **LOT 3 BLK 8 WILSONS SECOND ADD DBK 80 P 190 #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 070.XXX) 804 CHARLES STREET**

Nuisance Date: **9/19/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,866	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **ZAYED MAJD AL TAWHEEL**

Address: **682 WINSTON SQ**

City, State, Zip: **MOBILE, AL 36695-5401**

Repeat Group Number: **95** Item # **13**

Lot Description: **LOTS 256 & 257 HAAS PLACE DBK 153 P 266 #SEC 18 T4S R1W #MP29 08 18 1 004 (29 08 18 1 004 009.XXX) 164 HEMLEY AVE**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,932	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		7	\$ 3.00	\$ 21.00
Debris Removal	Cubic Yard	90	\$ 7.00	\$ 630.00

Total Project Cost: \$ 926.00

Shelise Dean

SECRETARY

Marichetta J. Gault

INSPECTOR

Isaac Sampson

SUPERVISOR

MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025



Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 95 Item # 14

Lot Description: LOT 3 BLK 4 WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP29 10 37 0 004
(29 10 37 0 004 028.XXX) 854 MARINE STREET

Nuisance Date: 9/19/2025

Date lot was cut: 10/30/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sq 7,700		1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee Administrative		1	\$ 50.00	\$ 50.00
Penalty-Additional	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 790.00

Shelia E D

SECRETARY

Myrshelle Tute

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **BOGGAN SAMUEL JR**
Address: **6652 KINGS BRANCH DRIVE N**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **95** Item # **15**

Lot Description: **COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 157.XXX) 218 RYLANDS STREET**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,857	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E. Power
SECRETARY
Maxchella J. Jester
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **ROBERTS MILDRED MCALEER**
Address: **119 SCARBOROUGH RD**
City, State, Zip: **CENTERVILLE, GA 31028-1344**
Repeat Group Number: **95** Item # **16**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLAND STREET**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,453	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00

Total Project Cost: \$ 445.00



SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **RICHARDSON OSCAR RAY ETAL**

Address: **451 S JEFFERSON ST**

City, State, Zip: **MOBILE, AL 36602**

Repeat Group Number: **95** Item # **17**

Lot Description: **BEG NW COR ST STEPHENS RD & ANDREWS ST RUN TH NLY 138 FT-S- TH WLY 180 FT-S- TH SLY 161.19 FT TH ELY 184 FT (S) TO POB PT GRT SEC 44 T4S R1W EQUAL INTERESTS OSCAR RAY RICHARDSON OLIVET FOSTER RICHARDSON EDWIN FOSTER OLETA C FOSTER #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 253.XXX) 1951 ST STEPHENS ROAD**

Nuisance Date: **9/19/2025**

Date lot was cut: **10/30/2025** Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		27,158	\$ 0.0125	\$ 339.48
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -

Total Project Cost: \$ 589.48

Shelise Dean

SECRETARY
Manchelle J. Smith

INSPECTOR
[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 13, 2025

Lot Owner: **METaverse HOLDINGS LLC**
Address: **P. O. BOX 277**
City, State, Zip: **IRVINGTON, AL 36544-0277**
Repeat Group Number: **95** Item # **18**

Lot Description: **LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 041.XXX) 1328 ADAMS STREET**

Nuisance Date: **9/19/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 10,962		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelise Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **WRIGHT EARNEST & GENNIVE**
Address: **P. O. BOX 7202**
City, State, Zip: **MOBILE, AL 36670**
Repeat Group Number: **95** Item # **19**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MARTIN LUTHER KING JR AVE**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,180	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelene E Dean
SECRETARY
Marquette Jantz
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 13, 2025

Lot Owner: **DEES ROBERT E**
Address: **512 OAK DR**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **95** Item # **20**

Lot Description: **LOT 11 BLK 2 OAK DR CT MBK 4/484 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 013.XXX) 512 OAK DRIVE**

Nuisance Date: **9/19/2025**
Date lot was cut: **10/30/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,350	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E Dean

SECRETARY

Marquette Tate

INSPECTOR

[Signature]
SUPERVISOR



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: December 2, 2025

Submitted by:

John Forrester, City Engineer

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Accept temporary construction easements for the Project # 2024-3005-19-Misc Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue. (City of Mobile Annual Storm Drain Maintenance)

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. ResolutionTCE Matthew Johnson
2. TCE OWNER SIGNED-Tract 2 Johnson

REVIEWERS:

Stacey Howard

Carleen Stout

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
that the City hereby accepts the following temporary construction easement for the Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue:

1. Temporary Construction Easement from Matthew W. Johnson, LLC, 929 Wilson Avenue South.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 20th day of November 2025, MATTHEW W. JOHNSON, LLC, an Alabama limited liability company (hereinafter "Grantor"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

WITNESSETH:

That the Grantor is the owner of the real property located at 929 Wilson Avenue South, Prichard, Alabama 36610.

That the Grantor, in consideration of the sum of ONE DOLLAR and 00/100's (\$1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, does hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue, said easement being on and across the lands described in Exhibit A and Exhibit B attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. And for and in consideration of the above, Grantors hereby release Grantee from all consequential damages, present or prospective to the property of Grantors, arising out of construction, maintenance or repair of said easement. Grantee engaged a contractor to perform the drainage repairs on this project; such contract provides that any damage to private property or existing structures shall be repaired at the contractor's expense. As such, the contractor will be responsible for any direct damage caused by the contractor to Grantor's property with respect to the work described herein, and the Grantee will enforce such obligations in the event of any damage to Grantor's property. Notwithstanding any herein to the contrary, the temporary easement herein granted will terminate on that date that is twelve (12) months from the date hereof, if not sooner terminated; however, the City may extend this easement for up to one additional six-month period by written notice to Grantor and subsequent signed agreement by Grantor, if required by weather, permitting, or unforeseen site conditions.

---SIGNATURE PAGE FOLLOWS---

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 20th day of November, 2025.

Matthew W. Johnson
MATTHEW W. JOHNSON, LLC
Name: Matthew W. Johnson
Title: Owner

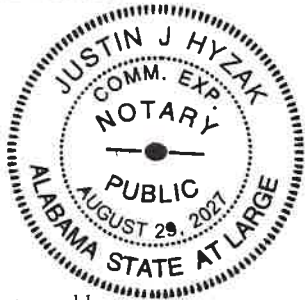
STATE OF ALABAMA

COUNTY OF MOBILE

I, Justin J. Hyzak, the undersigned Notary Public in and for said County, in said State, hereby certify that Matthew Johnson whose name as Owner of MATTHEW W. JOHNSON, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 20th day of November, 2025.

(NOTARIAL SEAL)



Justin J. Hyzak
NOTARY PUBLIC
My Commission Expires: August 29, 2027

This instrument prepared by:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Grantee:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Commencing at a crimp top pipe at the southwest corner of Lot 1, Wilson Plaza Subdivision, as recorded in Map Book 34, Page 103 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 07°50'25" East along the west line of said Lot 1 and along the east right-of-way line of S. Wilson Avenue (variable ROW width) a distance of 35.01 feet to the north line of an existing 70' drainage easement (MB 34, PG 103) and the Point of Beginning of the following described Temporary Construction Easement; thence run North 07°50'25" East along the west line of said Lot 1 and along the east right-of-way line of said S. Wilson Avenue a distance of 14.16 feet; thence run South 81°40'20" East a distance of 89.58 feet; thence run North 08°19'40" East a distance of 10.00 feet; thence run South 81°40'20" East a distance of 35.29 feet; thence run South 07°50'25" West a distance of 25.78 feet to the north line of said existing 70' drainage easement; thence run North 80°55'44" West along the north line of said existing 70' drainage easement a distance of 124.98 feet to the Point of Beginning. The described Temporary Construction Easement contains 2,223 square feet, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION

