AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, January 20, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Bobby Morton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   January 13, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Ervin Shoemaker for a waiver of the Noise Ordinance at the corner of S. Bayou Street and Springhill Avenue on January 30 - February 17, 2026, from 10:00 a.m. - 9:00 p.m. (District 2).

Request of Creigh Shoemaker for a waiver of the Noise Ordinance at the corner of Springhill Avenue and Broad Street on January 30 - February 17, 2026, from 10:00 a.m. - 9:00 p.m. (District 2).

Request of Margaret Olive for a waiver of the Noise Ordinance at Mardi Gras Park on March 28, 2026, from 6:30 a.m. - 12:00 p.m. (District 2).

Request of Lawrence L. Battiste for a waiver of the Noise Ordinance at 606 St. Francis Street on April 24, 2026, from 7:00 p.m. - 11:00 p.m. (District 2).

Request of Demetria Smith for a waiver of the Noise Ordinance at Doyle Park on May 8, 2026, from 10:00 a.m. - 1:00 p.m. (District 3).

Request of Ashley Bigler for a waiver of the Noise Ordinance at 4101 Wimbledon Drive W., on February 28, 2026, from 5:30 p.m. - 11:30 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider rezoning of property located at 909 Government Street from R-1 and R-B to R-B (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Drug Education Council - invite the Council to attend the upcoming Youth Summit.

Monica Taylor - concerns about the policies and procedures of the Mobile Police Department and the discrimination from the police department.

Derek Boulware - provide information about the 12th Annual Project Homeless Connect.

Juree Hall, Mobile Public Library - present (4) recent High School diploma and GED graduates of the Adult Education program.

Creola Ruffin - present proposal to form a committee to celebrate and acknowledge Mobile music legends.

12. ORDINANCES HELD OVER

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)

64-001 Consider the proposed rezoning of property located at 7125 Bellingrath Road from R-1 to CW (sponosred by Councilmember Reynolds).

64-002 Consider the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service Road South (sponsored by Councilmember Reynolds).

64-003 Consider the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell Road (sponsored by Councilmember Gregory).

13. RESOLUTIONS HELD OVER

37-1449 Consider the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service.

01-035 Authorize Agreement with Ecosouth Services of Mobile, LLC for recycling bin rental and hauling services; NTE $250,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works).

01-036 Authorize amendment to Agreement with Goram Air Conditioning Company, Inc. to extend the terms for HVAC maintenance and repairs at various City facilities (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

13-040 Approve amendment to Change Order with Watermark Design Group, LLC for Taylor Park Community Center Improvement; $190,725.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

25-041 Authorize Conservation Easement for Pelican Coast Conservancy for the purpose of permanently preserving and protecting the conservation values of the property (sponsored by Mayor Cheriogotis) (submitted by Curtis Graves, Public Safety).

60-042 Authorize Settlement Agreement and Release of Claims; Soulier (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

25-046 Authorize Utility Easement Agreement with Alabama Power Company to provide new Transmission Line Crichton-Hospital-DS (sponsored by Councilmembers Reynolds and Woods) (submitted by Carleen Stout-Clark, REAM Dept.).

14. ORDINANCES BEING INTRODUCED

64-004 Consider rezoning of property located at 909 Government Street from R-1 and R-B to R-B (sponsored by Councilmember Ingram).

15. <u>CONSENT RESOLUTIONS BEING INTRODUCED</u>

03-047 Appoint William S. Stimpson to the Mobile Airport Authority (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

37-048 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to KOKWET II; 1615 Dr. Martin Luther King, Jr. Ave. (sponsored by Councilmember Ingram).

58-049 Declare weeds noxious, Group # 1675.

58-050 Authorize removal of weeds, Group 1674.

58-051 Assess costs for removal of weeds, Repeat Weed Lien Group #97.

60-052 Determine an appropriation to Ariel W. Holloway Elementary School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-053 Determine an appropriation to Mobile Museum of Art serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-054 Determine an appropriation to The Showers Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-055 Determine an appropriation to Coastal Alabama Down Syndrome Society serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-056 Determine an appropriation to Kings Mill Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-057 Determine an appropriation to Liberty Learning serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-058 Determine an appropriation to MudBottom Revival serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-059 Determine an appropriation to The Village of Springhill serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-060 Authorize Agreement with the State of Alabama Department of Coastal and Natural Resources for the GOMESA project entitled, “Brookley by the Bay Southern Activation Zone - City of Mobile”; $3,500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

01-061 Authorize Agreement with the State of Alabama Department of Coastal and Natural Resources for the GOMESA project entitled, “Mobile Riverfront Park Enhancements Phase III – City of Mobile"; $4,000,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program and Project Mgmt.).

08-062 Approve Item-Award Bid for janitorial supplies (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-063 Approve purchase order to B & L Cable Construction, LLC for fiber optic cable for Hillsdale Park; $15,408.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-064 Approve purchase order to CivicPlus, Inc. for annual renewal of Council agenda management software; $22,381.85 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-065 Approve purchase order to Gaines Utility Construction Company, LLC for storm drainage debris removal, Shady Brook to Bolton's Branch; $20,275.94 (sponsored by Mayor Cheriogtois) (submitted by John Paine, Purchasing Dept.).

08-066 Approve purchase order to Safe Haven Co., LLC for storm drainage debris removal, Government Blvd. to Kenny St.; $16,096.66 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-067 Approve purchase order to Southern Realty Management Group, LLC for storm drainage debris removal, Pinehill Dr. to Airport Blvd.; $25,382.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-068 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford Crew Cab Pickup Trucks for Public Services Dept.; $59,638.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-069 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, pants, and boots for MFRD; $125,010.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-070 Reallocate funds from 2025 City Wide Bridge Maintenance to Bi-Annual Bridge Inspection to provide additional bridge and infrastructure inspection services; $130,000.00 (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-071 Authorize Change Order No. 1 with Michael Baker International, Inc. for U.S. 45 Streetscape Improvements: $53,000.00 increase; (sponsored by CounilmemberPenn and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-072 Authorize 1st Contract renewal with amendment to MS4 Stormwater Management Professional Services with Michael Baker International, Inc.; $475,000.00; (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

31-073 Authorize the Mayor's Designee to file applications with the Federal Transit Administration for Federal Authorization assistance (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Accounting Dept.).

60-074 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-077 Resolution calling for quarterly night meetings for the City Council (sponsored by Councilmember Penn).

17. CALL FOR PUBLIC HEARINGS

41-075 Call for public hearing to consider the proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, and 1356, 1358, and 1360 Conti Street (scheduled for February 24, 2026) (District 2).

41-076 Call for public hearing to consider the proposed modification of a previously

approved Planned Unit Development for property located at 6151 Marina Drive South (scheduled for February 24, 2026) (District 3).

18. ANNOUNCEMENTS

CITY CLERK DEPARTMENT

2026 JAN 14 PM 12:10

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: Erwin Shoemaker
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-423-1400 Cell Number: SAME

Organization (if applicable) DJ music

Mailing Address of Applicant 6654 CRAWFORD LN

Telephone No. 251-423-1400 E-mail address DJshoemakerES.150@gmail.com

Location or address of event where amplification will be used:

CORNER S Bayou ST & Springhill

Date of Event: Jan 30th Thru Starting Time: Feb 17th Ending Time

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

Type of Event: DJ music 10a.m - 9p.m

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

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CITY CLERK DEPARTMENT
2026 JAN 14 PM 12:10

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.

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Name of Applicant: CREIGH SHOEMAKER
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-252-6205

Organization (if applicable) DJ PLAYER MUSIC

Mailing Address of Applicant 2003 CARSTEN CT

Telephone No. _____ E-mail address 2003 CARSTEN CT

Location or address of event where amplification will be used:
SPRING HILL & BROAD

Date of Event: Jan 30 THRU Starting Time: FEB 1 7 Ending Time _____
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: DJ PLAYING MUSIC 10a.m – 9p.m

Do you plan to sell alcohol at this event? ____ YES ✓ NO

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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: Margaret Olive
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-401-8039 Cell Number: 251-401-8039

Organization (if applicable) Port City Pacers for the Azalea Trail Run

Mailing Address of Applicant PO Box 6427, Mobile, AL 36660

Telephone No. 251-473-7223 E-mail address mlolive@bellsouth.net

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: March 28, 2026 Starting Time: 6:30 AM Ending Time 12 PM

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

Type of Event: Azalea Trail Run 10K, 5K, and Fun Run and post race activities.

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

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
TH, JAN 15, AM11:49 RCV

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: Lawrence L. Battiste
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251.689.1822

Organization (if applicable) Alpha Phi Alpha Fraternity Inc.

Mailing Address of Applicant 2870 Rebecca Drive West

Telephone No. 251.689.1822 E-mail address lbattiste02@gmail.com

Location or address of event where amplification will be used:
606 Saint Francis Street

Date of Event: April 24, 2026 Starting Time: 0700 pm Ending Time 1100 pm

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

Type of Event: Block Party

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

MO, JAN 12, PM12:14 RCV

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: Ashley Bigler
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: : 251- 382-2677

Organization (if applicable) n/a

Mailing Address of Applicant 2265 Springhill Drive Dallas, TX 75228

Telephone No. : 251- 382-2677 E-mail address ashley.geoffrey26@gmail.com

Location or address of event where amplification will be used:

Country Club of Mobile 4101 Wimbledon Dr W, Mobile, AL 36608

Date of Event: 2/28/26 Starting Time: 5:30 PM Ending Time 11:30 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
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WE, JAN 14, AM11:45 RCV

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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 909 Government Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 16, 2025**, a public hearing will be held on the **20th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 909 Government Street from R-1, Single-Family Residential Suburban District, and R-B, Residential Business District, to R-B, Residential Business 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:

PARCEL A:
COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:
COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT;

THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B), 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 R-B, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an R-B, 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 synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of January, 2026, 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 24th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **909 Government Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-B** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-B** 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:

PARCEL A:
COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:
COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN

INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B),** 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 **R-B**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **R-B,** 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

Donald Manning
Donnie Manning Subdivision
909 Government Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 11, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 20, 2025, considered the request of **Donald Manning,** for a change in zoning from **Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B),** for the property located at **909 Government Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Donald O. Manning
909 Government Street
Mobile, Alabama 36604

Re: 909 Government Street
ZON-UDC-003511-2025
Donnie Manning Subdivision
Donald Manning
District 2
Rezoning from Single-Family Residential Urban District (R-1), and Residential Business District (R-B), to Residential Business District (R-B).

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

At its meeting on November 20, 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 **R-B, Residential Business District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) 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.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-B, Residential Business 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 $**375.82**. 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

R1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	R1
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

Outlook

Donald Manning (ZON-UDC-003511-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Tue 10/14/2025 10:50 AM
To Polysurveying Mail <mail@polysurveying.com>
Cc Brett Orrell <brett@polysurveying.com>; Molly Stanford <molly@polysurveying.com>

1 attachment (549 KB)
Planning Commission Application_Revised March 2025.pdf;

Good morning,

We have completed our initial review of the Rezoning 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. **Correct Application & Checklist:** The incorrect application form was submitted with the request. Please complete the attached application and re-submit it for review. We have received the owner authorization form authorizing Polysurveying to submit the application; therefore, the owner's signature is not required on the revised form, provided the authorized agent signs it. Additionally, Checklist B must be completed and submitted with the application.

6. **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, **Tori** has been copied on this message.

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, October 20, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Thank You,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

R1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 -05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   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.

   _____

   _____

   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	R1
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

_____

_____

_____

_____

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____

_____

_____

_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____

_____

_____

_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

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   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

City of Mobile • Planning &Zoning

Planning Commission Application

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

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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.

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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:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

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a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 -05'00'

Applicant or Agent Signature — Date

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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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.

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☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	RB
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

_____

_____

_____

_____

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____

_____

_____

_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____

_____

_____

_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, DONALD MANNING, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 909 GOVERNMENT ST.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

POLYSURVEYING Designee (1)	Designee (2)
MAIL@POLYSURVEYING.COM Email	Email
251-666-2010 Phone Number	Phone Number
Signature of Property Owner	Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project DONNIE MANNING SUBDIVISION

Address 909 GOVERNMENT ST

Owner DONALD MANNING

Address 909 GOVERNMENT ST Zip Code 36604

Phone 251-689-6308 Fax _____ Email DONNIEMANNING1@GMAIL.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
Civil Engineer POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Donald Manning
Signature

Print

6-18-25
Date

Affiliation to project/Organization

Statement for Rezone:

The property at 909 Government St is currently split-zoned, with designations of R1 and RB. We are requesting that this parcel be rezoned to a single zoning designation of R1 to provide consistency in land use.

This rezone is tied to subdivision **SUB-003394-2025, Donnie Manning Subdivision.**

PLANNING AND ZONING

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 10/29/2025

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):

_____

_____

Neighborhood Meeting Date: 10-28-2025

Neighborhood Meeting Time: 4:30 PM

Neighborhood Meeting Location: Ben May Public Library

_____

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 of referenced at the meeting
- ___ Additional documents (Describe: _____

_____)

Applicant's Name: Donald Manning

(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Donald Manning Date: 10-28-25

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.

PLANNING AND ZONING
29 OCT 2025 PM12:16

PLANNING AND ZONING
29 OCT 2025 PM12:15

Neighborhood Meeting

Date: 10-28-25

Time: 4:30 P.M.

Location of Neighborhood Meeting: Ben May Public Library

Project Location: 909 Government ST. Mobile, AL 36604

Project/Application (e.g. Rezoning from R-1 to B-1):

R1 to RB ~~to R1~~

Applicant's Signature Attesting to the Accuracy of This Sheet:

X Deanie Manning Date: 10-28-25

Deanie Manning

Please Sign In:

Name: B. Crenshaw for MLP Property Email: theLofts@pm@dpllc.com
Address: 951 Government St. Mobile, AL 36604 Phone: 251-300-0130

Name: Shari Hartmann Email: Sharisuh1@aol.com
Address: 911 Church St. Phone: 251-751-7307

Name: Tatiana Tanley Email: ttowleys@gmail.com
Address: 909 Church St Phone: 251-431-1840

Name: Cory R. Havens Email: AVCory@gmail.com
Address: 907 Government St. Phone: 334-803-6317

PLANNING AND ZONING
28 OCT 2025 PM 12:16

Neighborhood Meeting Summary

Meeting Date: 10-28-25

Meeting Time: 4:30 PM

Meeting Location: Ben May Library

Below is a summary of the proposed project presented at the Neighborhood Meeting:

I Explained The Lot were Dividing and Showed Them The Survey. The Lot is now zoned On The Government side RB & RI. The Back Lot on Church ST is zoned RI. My Proposal is To Rezone A Portion on Goverament ST To RB. The lot on Church will remain RI

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Survey & Plat from the County/City site Showing The Current zoning.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

I Explained What was being Proposed and Everyone understood. All The Parties on The Sign-in Sheet Asked Questions and were Satisfied.

PLANNING AND ZONING
29 OCT 2025 PM 12:16

Neighborhood Meeting Summary
Date: 10-28-25
Applicant: Donald Manning

Meeting Location: Ben May Library
Application: Subdivision + Rezone

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00 PM

Applicant's signature attesting to the accuracy of this summary:

X Donald Manning **Date:** 10-28-25

PLANNING AND ZONING
29 OCT 2025 PM 12:16

NOTICE OF NEIGHBORHOOD MEETING

10/6/2025

Dear Property Owner,

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Donnie Manning will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 909 Government St. Mobile, AL 36604 from RB to R1.

The Neighborhood Meeting will be held at the following:

Ben May Public Library (Armbrecht-Briskman Meeting Room)

Date: October 28 2025

Time: 4:30 PM

You are receiving this notice because your property is located within 300 ft of 909 Government St. Mobile, AL 36604, in compliance with the notification requirements of Article 5 of the city's Unified Development Code(UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Donnie Manning

909 Government St. Mobile, AL 36604

donniemanning1@gmail.com

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

William Carol

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

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R022906400010336.007
DE TONTI PLACE LLC
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MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

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29 OCT 2025 PM 12:17

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GOVERNMENT STREET METHODIST CHURCH
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MOBILE AL 36604

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GORDON GREGORY L & LEDA GORDON
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COPELAND GINGER FAYE
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WILLIAM H
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SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

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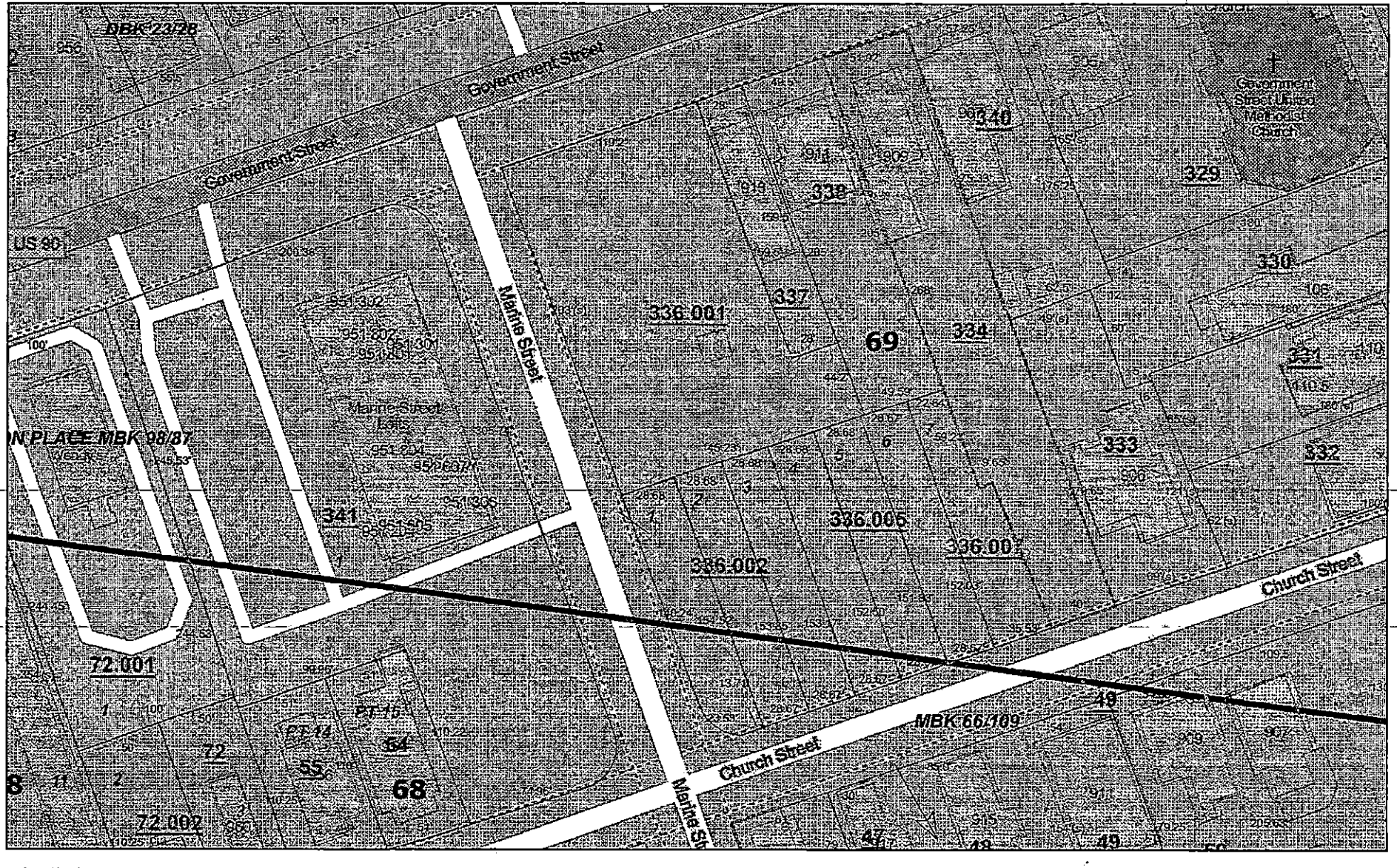
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Brett Orrell
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Mobile, AL, 36619

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Mobile County Interactive Tax Map

PLANNING AND ZONING
29 OCT 2025 PM12:17



3/28/2025, 9:23:32 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Subdivision Boundary | Sections | Parcel Dimension Leader | Subdivision Name

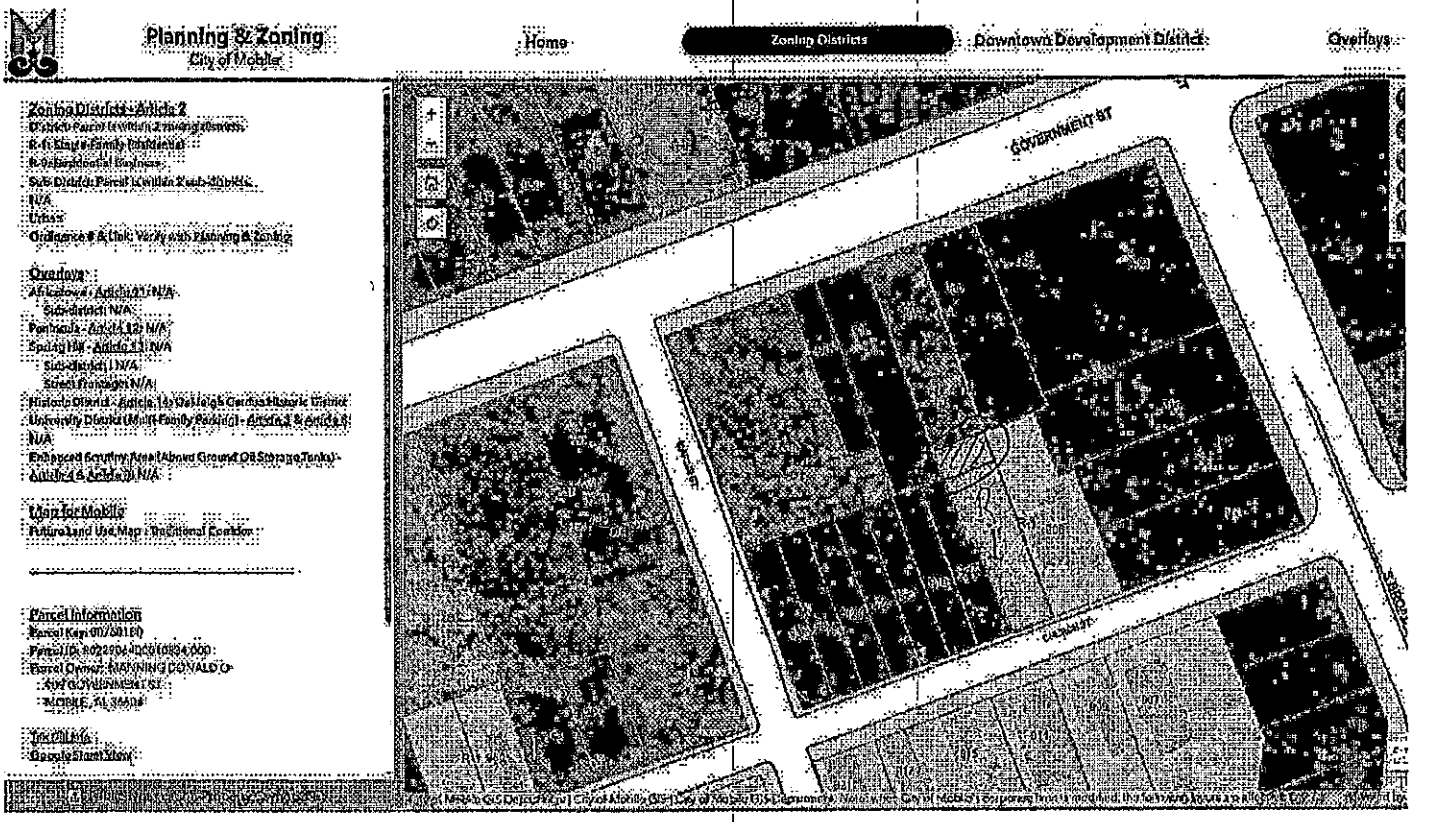
Parcels | Parcel Number | Lot Boundary | Subdivision Name Leader

Footprints | Parcel Dimension | Lot Number | Subdivision Block

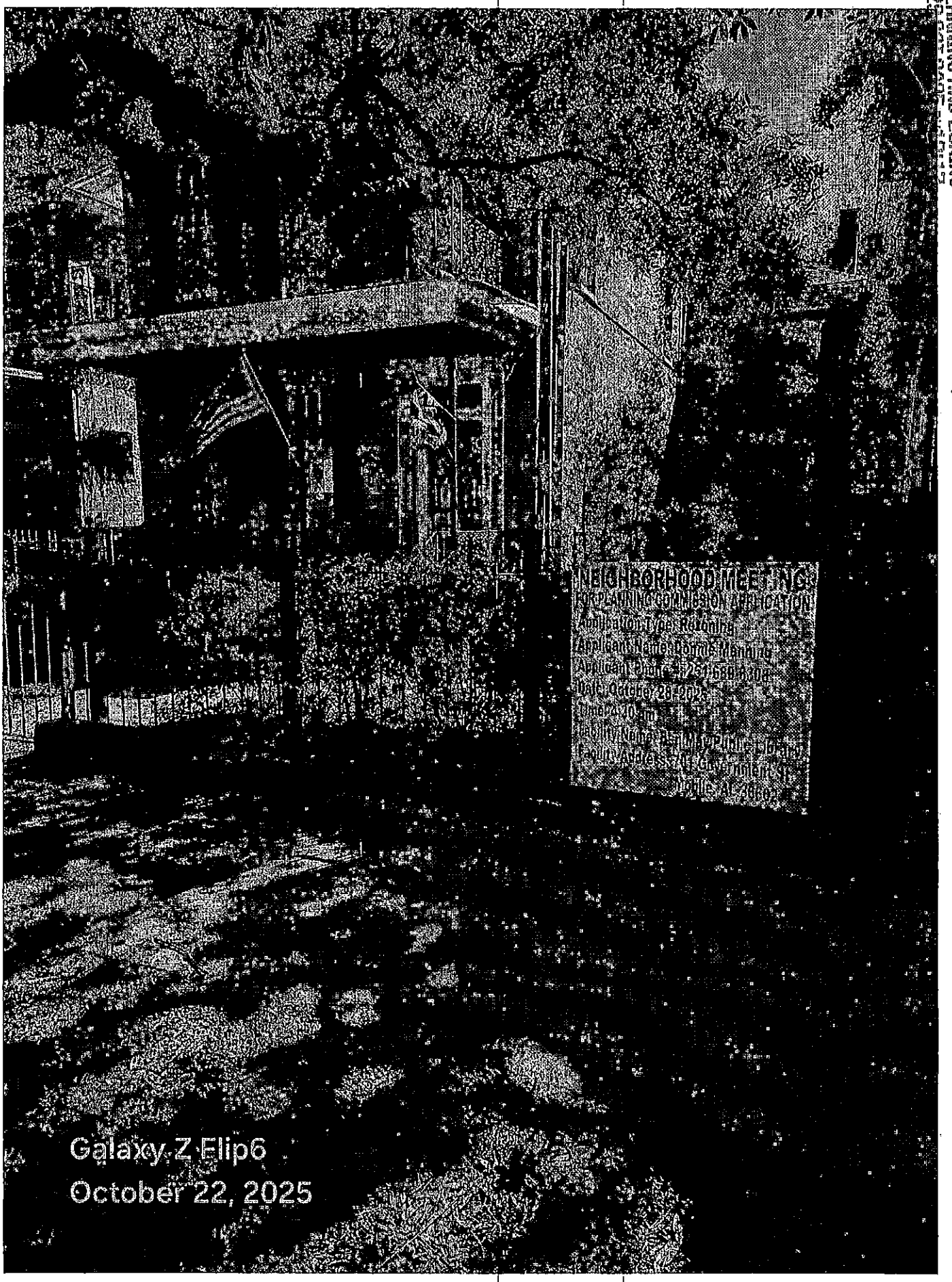
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Mobile County Revenue Commission, BIS Consulting -

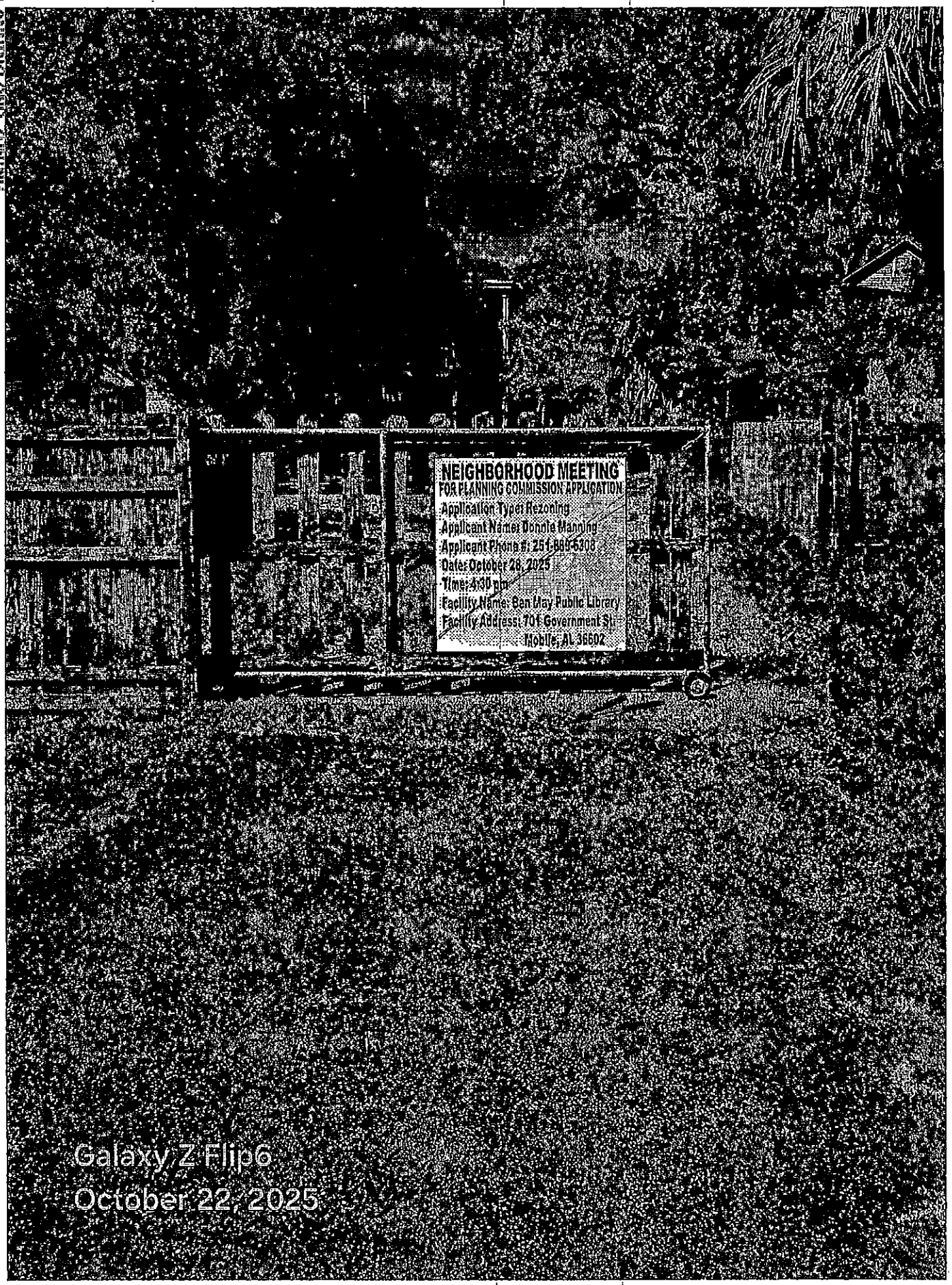
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



PLANNING AND ZONING
29 OCT 2025 PM12:17


PLANNING AND ZONING
NEIGHBORHOOD MEETING
Galaxy Z Flip6
October 22, 2025

PLANNING AND ZONING
29 OCT 2025 PM 12:18



R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
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TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

R022906400010334.000
MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010302.000
ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

R022906390003049.000
HARTMANN DEAN J
911 CHURCH ST
MOBILE AL 36604

R022906390003043.000
GORDON GREGORY L & LEDA GORDON
912 PALMETTO ST
MOBILE AL 36604

R022906390003048.000
COPELAND GINGER FAYE
915 CHURCH ST
MOBILE AL 36604

R022906390003047.000
ETHERTON ELIZABETH
917 CHURCH ST
MOBILE AL 36604

R022906400010304.000
LAURENCE AMANDA S & LAURENCE
WILLIAM H
918 GOVERNMENT ST
MOBILE AL 36604

R022906400010305.000
HELMER CLYDE ARTHUR & SARAH
950 GOVERNMENT ST
MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

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Mobile, AL, 36619

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R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

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Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

RB — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____

   _____

   _____

   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____

   _____

   _____

   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	RB
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____
_____
_____
_____

_____
Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____
_____
_____
_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____
_____
_____
_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____
     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____
     _____
   - ☐ Lighting:

     _____
     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ **Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A**
- ☐ **Illustrate the open space.**
- ☐ **Illustrate available public utilities, streets, and community facilities.**
- ☐ **Illustrate that the site has appropriate ingress and egress.**
- ☐ **Illustrate how the site accommodates existing urban amenities and natural features.**

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

Agenda Item # 12

SUB-003394-2025 & ZON-UDC-003511-2025

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:
909 Government Street

Subdivision Name:
Donnie Manning Subdivision

Applicant / Agent:
Donald Manning

Property Owners:
Donald Manning

Current Zoning:
R-1, Single-Family Residential Urban District &
R-B, Residential Business District

Proposed Zoning:
R-B, Residential Business District

Future Land Use:
Traditional Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 & R-B to R-B.
  - 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 eight (8) conditions; and
2. Rezoning with one (1) condition.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

SITE HISTORY

The site consists of a single tax parcel that is split-zoned R-1, Single-Family Residential Urban District, and R-B, Residential Business District. The property was annexed into the City of Mobile in 1814, and according to current Revenue Commission records, the northern portion was developed with a dwelling in 1872.

The property was later divided into two parcels from what was identified as *Square 69* of the Gordon Division of the Favre Tract Subdivision, the plat for which was recorded in a Deed Book in the Mobile County Probate Court in April 1875. Both parcels were identified as residential on the 1934 Land Use Map.

With the adoption of the 1951 Zoning Ordinance, the north parcel was assigned a C-3, Central Business District classification, while the south parcel received an R-3, Multiple-Family Residence District classification. With the adoption of the 1967 Zoning Ordinance, the north parcel was rezoned to B-4, General Business District, and the south parcel retained its R-3 classification.

Subsequent zoning changes were adopted through area-specific studies:

- On October 9, 1984, the City Council rezoned the north parcel from B-4 to R-B, Residential Business District, as part of the *Government Street Zoning Study*.
- On July 21, 1992, the south parcel was rezoned from R-3 to R-1, Single-Family Residential District, as part of the *Oakleigh Garden District Zoning Study*.

Both parcels, now under single ownership and combined into one tax parcel with a single metes-and-bounds legal description, have retained these zoning classifications through the 2023 adoption of the Unified Development Code (UDC).

The Board of Zoning Adjustment (BOA) has considered two prior applications for the site:

- In October 1996, the BOA approved a Use Variance to allow use of the south portion of the property as a parking lot in the R-1 district, to serve an adjacent office.
- In February 1997, the BOA approved a Use Variance to allow access to an attorney's office located within the R-B portion of the property via the R-1 portion.

No additional Planning Commission or Board of Zoning Adjustment cases are 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. Provide a written description for the proposed subdivision boundary.
C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation.

E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 3,000 and LOT 2 – NONE. The two lots will share the 4,000 SF credit provided to the original lot as follows: LOT 1 – 2,000 SF, LOT 2 – 2,000 SF. Stormwater detention will be required for any additional impervious area on LOT 1 over the 5,000 SF; and stormwater detention will be required for any additional impervious area on LOT 2 over the 2,000 SF .

F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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 two (2) legal lots of record from one (1) metes-and-bounds parcel. The site is currently served by public water and sanitary sewer.

Proposed Lot 1 will have frontage along Government Street, a Principal Arterial Street requiring a 100-foot-wide right-of-way at this location. Proposed Lot 2 will front Church Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way widths along both streets; therefore, no additional dedication is required.

As proposed, both lots exceed the minimum area requirements for parcels served by public water and sanitary sewer in both the existing and proposed zoning districts. Lot areas are labeled in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, or provided in a table containing the same information.

Neither proposed lot meets the minimum 60-foot width requirement for commercial lots per Section 6.C.2(b)(4) of the Subdivision Regulations. However, the property appears to have existed in its current configuration prior to adoption of current standards, and similarly configured lots are common in the surrounding area. Therefore, a waiver of Section 6.C.2(b)(4) may be appropriate.

A 25-foot front yard setback is illustrated along both Government Street and Church Street; however, only a five (5)-foot front yard setback is required under the existing and proposed zoning districts. Accordingly, if approved, the Final Plat should reflect a minimum five (5)-foot front yard setback along each street frontage, in compliance with Article 2 of the Unified Development Code (UDC) and Section 6.C.8. of the Subdivision Regulations.

If approved, the subdivision will result in proposed Lot 1 being split-zoned R-1 and R-B. Therefore, approval of the Subdivision request will be contingent upon approval of the associated Rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and R-B. The applicant's justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

The site is bordered to the north, east, and west by R-B–zoned properties that are developed with a mix of residential and office uses. The property to the southeast is zoned R-1 and developed with a single-family dwelling.

The site plan submitted with the rezoning application depicts the existing structure on proposed Lot 1, labeled for use as a dwelling, along with a paved parking area on proposed Lot 2. No future development plans were submitted with this request. It should be noted that any future development or redevelopment of the properties may be subject to full compliance with all applicable requirements of the Unified Development Code (UDC).

The site is located within the Oakleigh Garden District Historic Overlay; thus any future development or redevelopment may also require review and approval by the Architectural Review Board.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may 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 this case, the proposed subdivision may warrant reclassification to eliminate split zoning. If approved, the rezoning process should be completed prior to signing the Final Plat for the subdivision.

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.2(b)(4) will be required (for lot width) and the following conditions could apply:

1. Retention of the right-of-way widths of Government Street (100 feet) and Church Street (50 feet) on the Final Plat;
2. Retention of the lot size labels in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations;
3. Retention of at least a five (5)-foot minimum front yard setback line along both street frontages;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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.

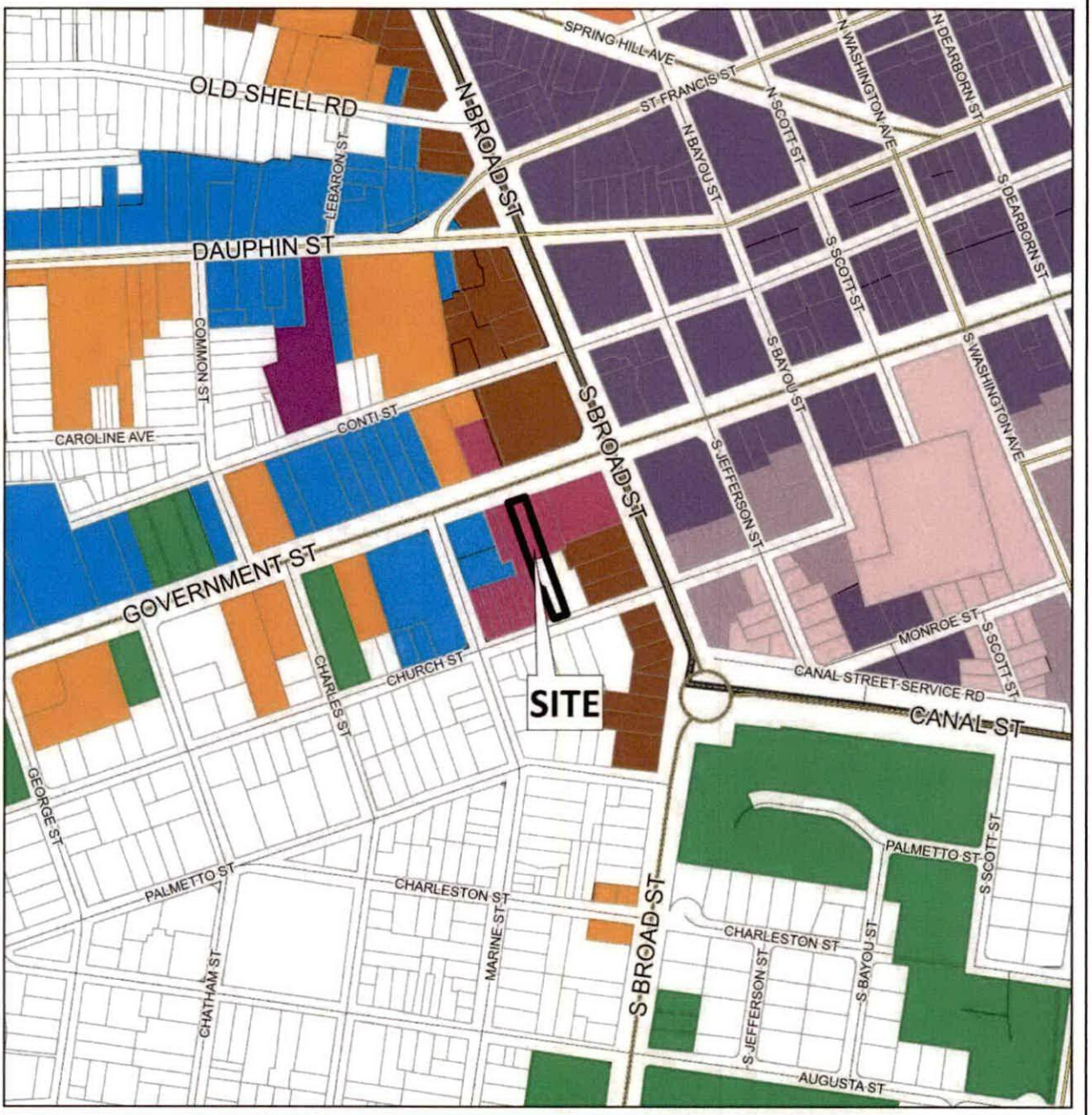
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE November 20, 2025

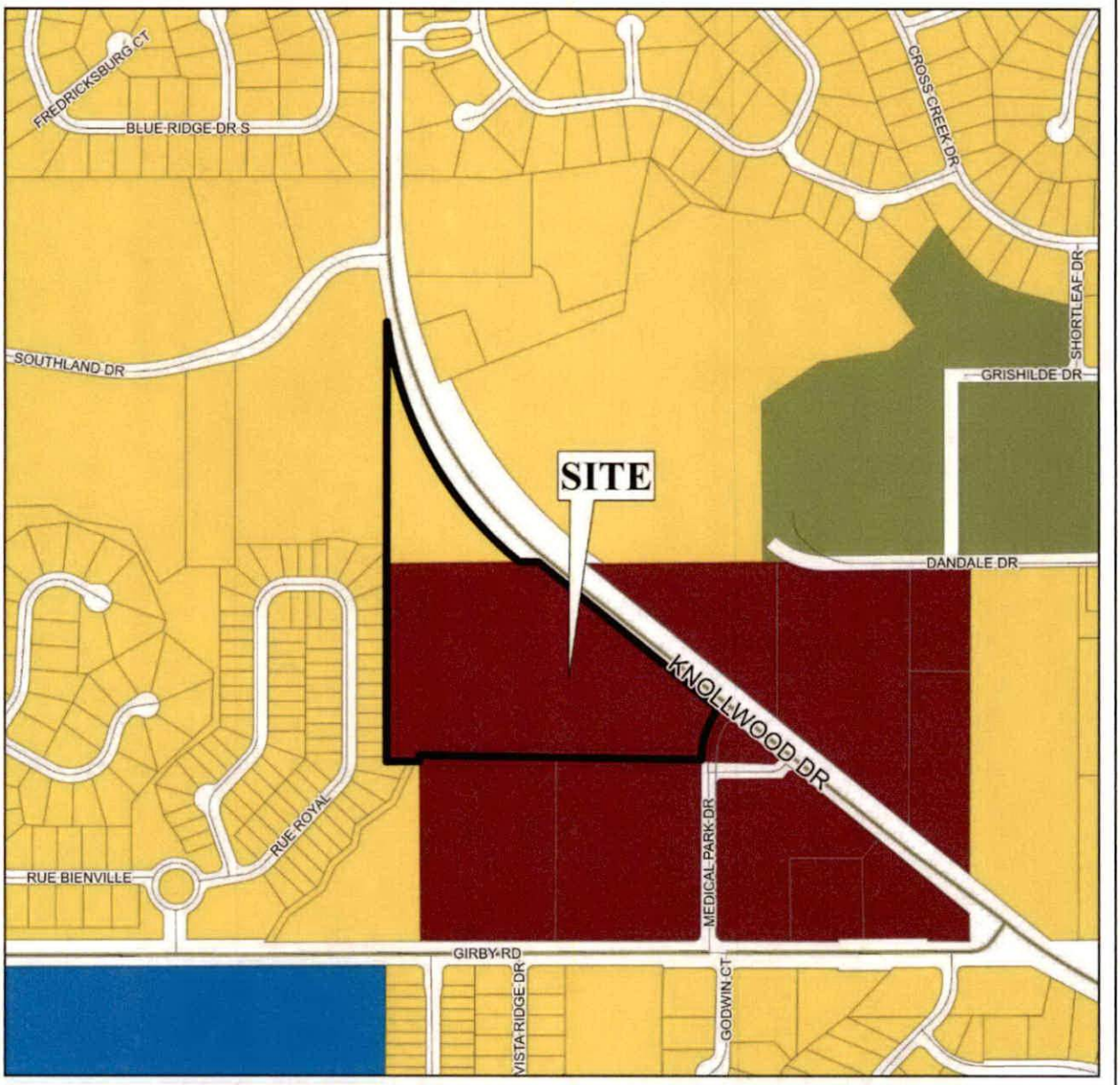
APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

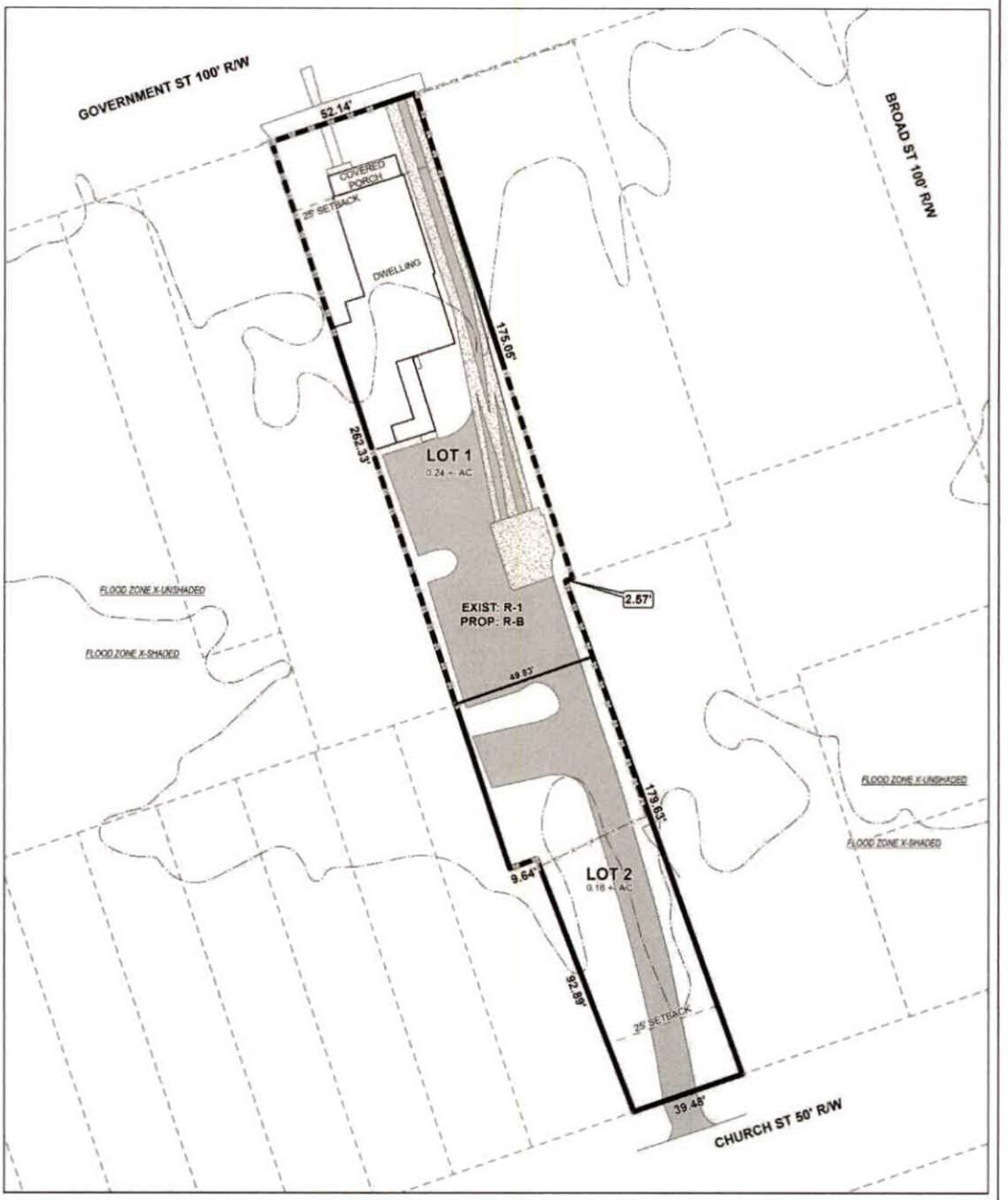
REQUEST Subdivision, Rezoning from R-1 to R-B

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



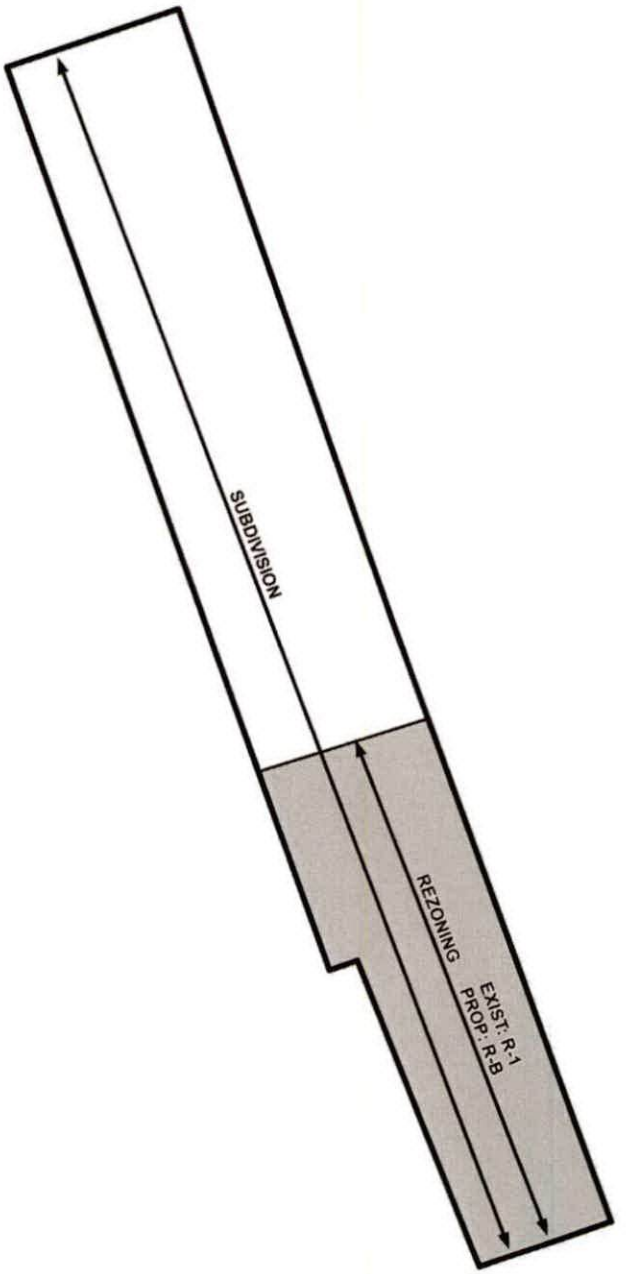
The site plan illustrates existing dwellings, drives, and proposed zoning.

APPLICATION NUMBER	12	DATE	November 20, 2025
APPLICANT	Donnie Manning Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-B		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S		○								○															○
MIXED DENSITY RESIDENTIAL (MDR)	■	U	U	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)	■	■	■	■	■	■	■	■	■	■	U	○	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	○	■	○	○	○										■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	■	■	S	■	■	S	■	S	S	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
LIGHT INDUSTRIAL (LI)												■	■	■	■			■										○	○
HEAVY INDUSTRY (HI)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

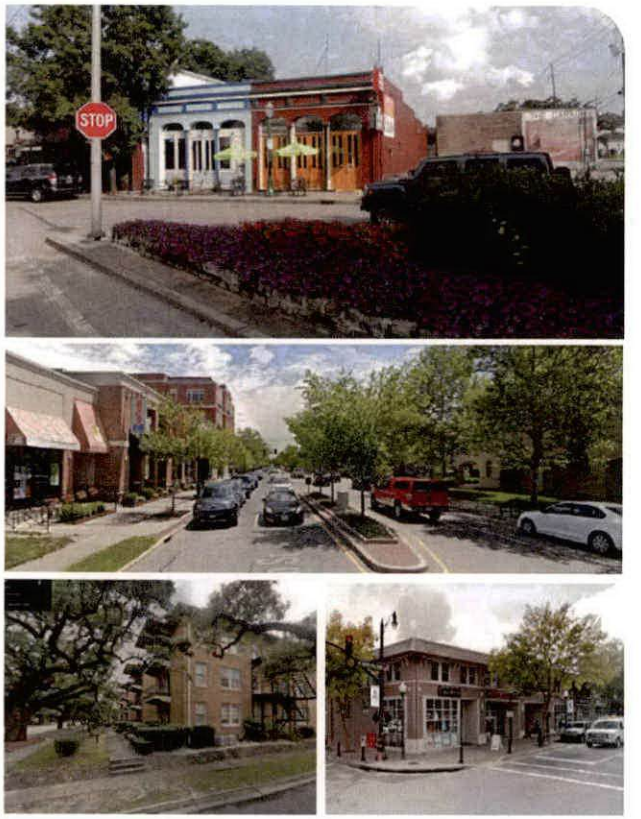
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Bounty Hunters

concerns
- policy & procedures of MPD
- Discrimination from MPD.

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Monica F. Taylor Date: 01/13/2026 (27)

Address: 6139 Foxtail Drive, Mobile Alabama 36693

Phone: 251-463-9085 Email: msweetdream23@gmail.com

Date to Address City Council: Jan 13, 2026 (27)

Subject and/or specific questions (must complete):
Unlawful Entry, Property Damage and Civil Rights Violation On December 17, 2026 @Residence 6139 Foxtail Drive, Mobile Al. 36693 Negligent, Violated my fourth Amendment, unlawful searches, trespassing and destruction of Property.

How does this pertain to city business (must complete):
The officer here in Mobile County is allowing other officer to break and entering without a warrant, Negligent, provide Lawful Authority to the home Owner. Causing extensive damage, Leaving my home unsecured, loss of Security and habitability. Causing Emotional distress and fear for my personal Safety.

Signature: Monica Taylor

Pafenbach, Lana

From: City Clerk
Sent: Wednesday, December 10, 2025 10:34 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

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From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, December 10, 2025 9:05:58 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: Derek Boulware

Date To Address Council: 2026-01-20

Address: 107 St. Francis Street Mobile, AL 36602

Email: a.staples@hfal.org

Phone: 251-288-0188

Subject And Specific Questions: 12th Annual Project Homeless Connect

Pertain To City Business: Project Homeless Connect is a one-day event offering essential services and support to those in need. Hosted at the Grounds, located at 1035 Cody Rd N, Mobile, AL 36608, this event connects individuals with housing, healthcare, employment, and more, all in one place. Itâ€™s a powerful opportunity for the community to come together and make a real difference.

Signature: Asha Staples

Signature Verify: X

Agree: X

Date Submitted: 2025-12-10 09:05:50

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

Pafenbach, Lana

From: City Clerk
Sent: Tuesday, December 23, 2025 12:22 PM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, December 23, 2025 12:17 PM
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: JurÃ©e Hall, Director
Date To Address Council: 2026-01-20
Address: Mobile Public Library, 700 Government Street, Mobile, AL 36602
Email: jhall@mplonline.org
Phone: 2515453552
Subject And Specific Questions: From Guarding Doors to Opening New Ones: A High School Diploma Journey 23 Years in the Making! The Mobile Public Library is excited to share the recent accomplishments of all four (4) recent High School DiplomaÂ and GED graduates. We would like to have aÂ special presentation at the City Council Meeting on January 20, 2026,Â in recognition of the graduates, and our special Grad - Ms. Cheryl Woods,Â who received her High School Diploma after 23 years, and our partnership with Goodwill Gulf Coast.
Pertain To City Business: Libraries are opportunities. They are doors to books as well as next chapters in life. Our partnership with Goodwill Gulf Coastâ€™s Adult Education program gives adults a second chance to achieve their goals. Cheryl is a prime example of positive outcomes for the library, the community partner,Â and the patron. In January 2026,Â Cheryl will also begin a paid internship with the Mobile Public Library while she continues to map her long-termÂ and career goals.
Signature: JurÃ©e Hall
Signature Verify: X
Agree: X
Date Submitted: 2025-12-23 12:17:25

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

CITY CLERK DEPARTMENT

2026 JAN 12 PM 3:07

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Creola G. Ruffin Date: 1/12/2026

Address: 61 Saint Joseph St.,Suite 901, Mobile, Al. 36602

Phone: (251) 478-4027 Email

Date to Address City Council: 1/20/2026

Subject (must be completed): Committee to Celebrate and Acknowledge Mobile Music Legends Proposal to Mobile City Council.

Specific Questions: What will Mobile City Council's role be in celebrating and acknowledging Mobile Music Legends ?

Signature: Creola D. Ruffin

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.*

64- **2025**

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

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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

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 0, and definitions in the UDC. The definitions in 0 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

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

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.

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;

(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:

(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.

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

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.

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

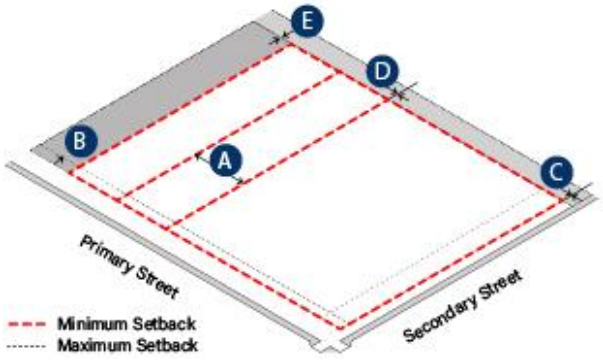
(e) *Dimensional and Intensity Standards*

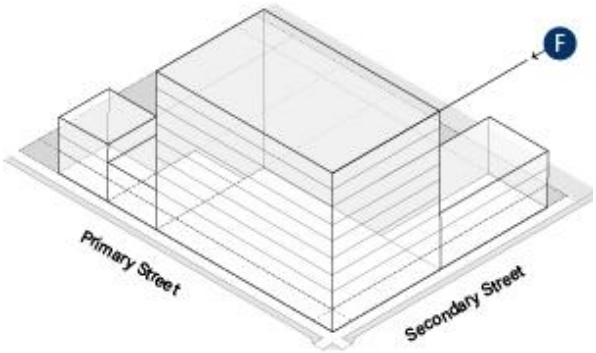
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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.

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

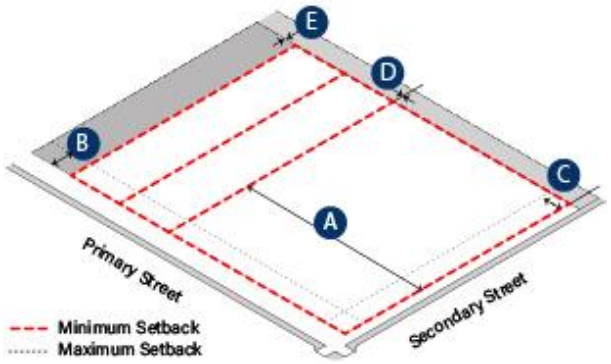
(e) *Dimensional and Intensity Standards*

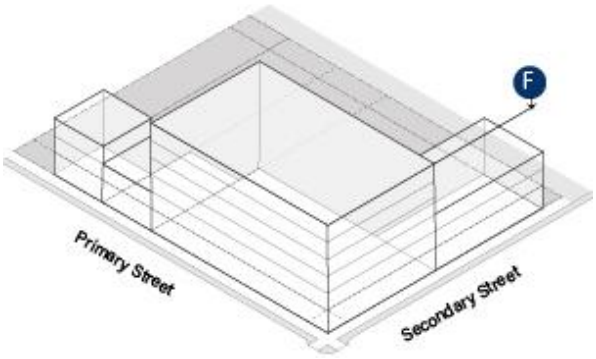
See Table 3.3: T-5.2 Dimensional and Intensity Standards.

(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.

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

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

[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.

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

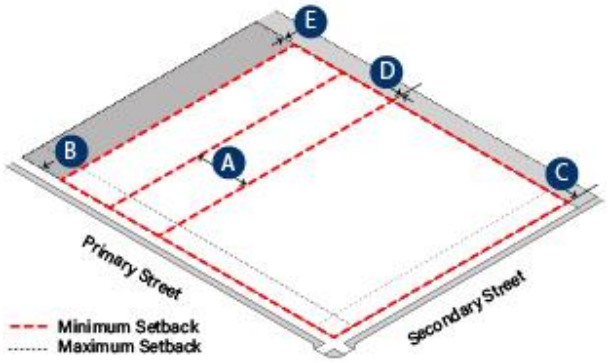
(d) *Permitted Uses*

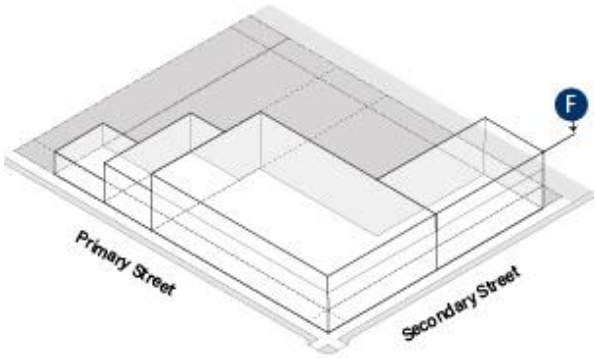
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

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

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

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

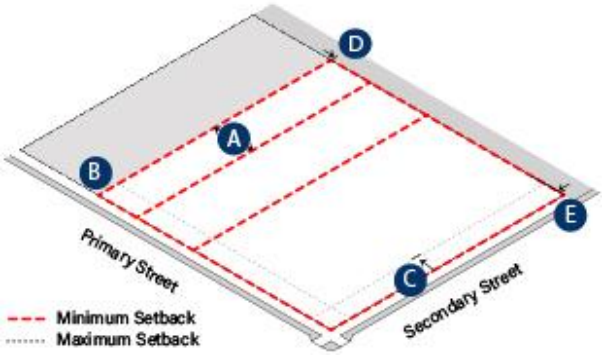
(d) *Permitted Uses*

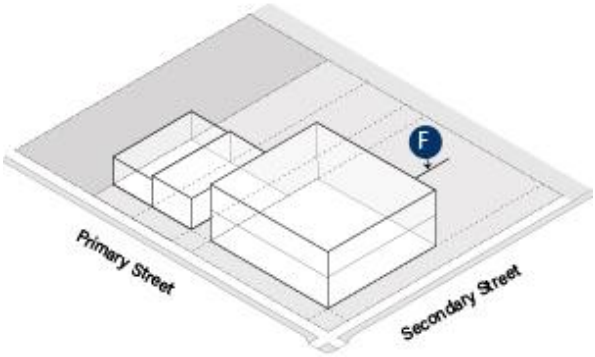
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

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

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [1]
Secondary frontage (ft), min | max	C	0 | 12 [1]
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

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

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.

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

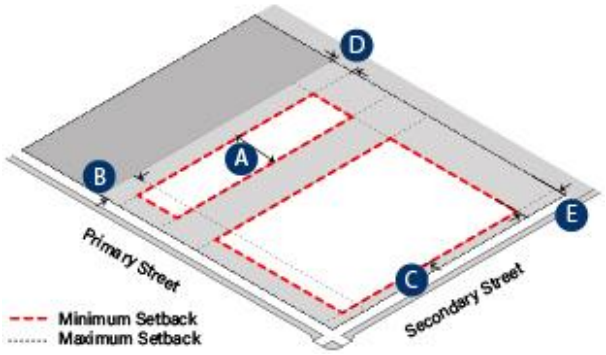
(d) *Permitted Uses*

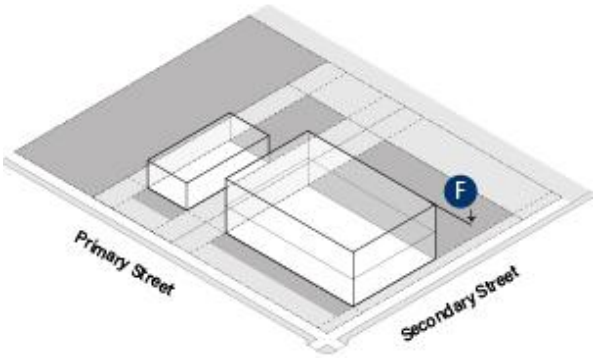
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

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

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.

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

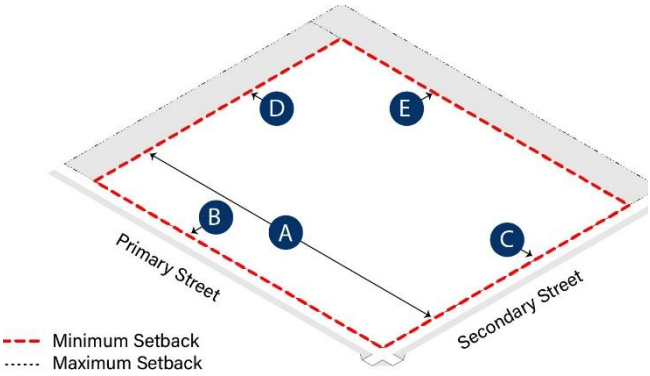
(d) *Permitted Uses*

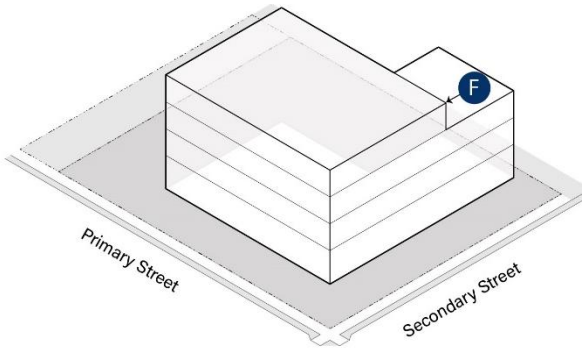
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

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

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

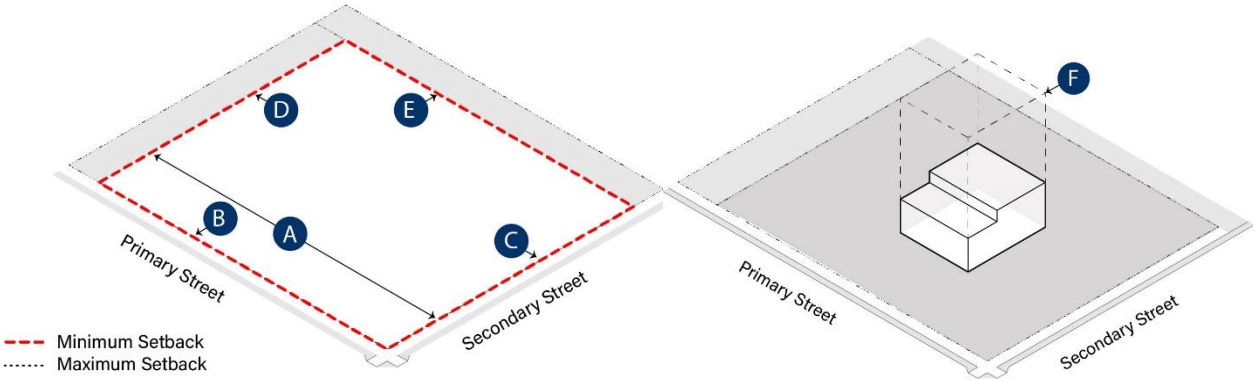
(d) *Permitted Uses*

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.

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

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

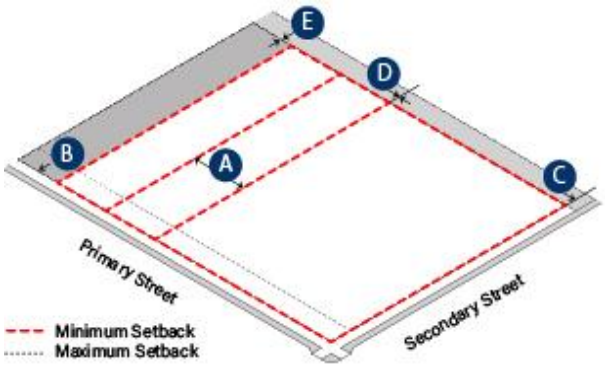
(d) *Permitted Uses*

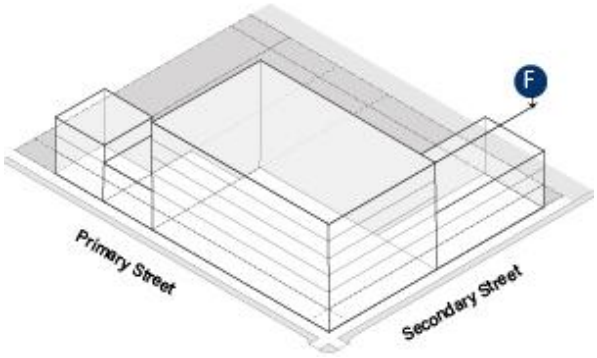
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

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

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

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

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

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.

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:

(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.

(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.

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

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.

(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.

(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.

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]	●	●	●		●	●	●

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

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 hide 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.

(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 (⅔) 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

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;

(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

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.

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

(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

(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

F. Lawn Frontage Type

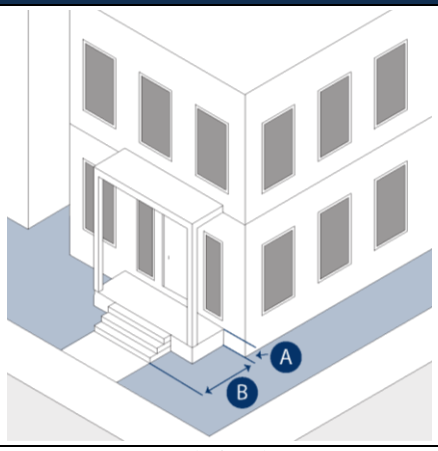
1. *General Characteristics*

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.

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

G. Terrace Frontage Type

1. *General Characteristics*

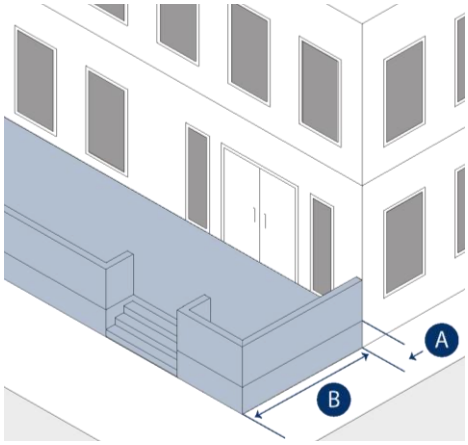
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

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

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
Primary frontage, span — 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



H. Stoop Frontage Type

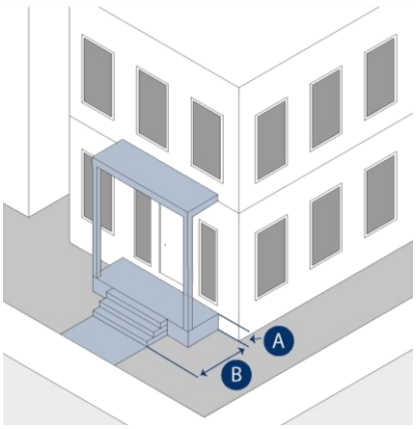
1. *General Characteristics*

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.

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

I. Common Entry Frontage Type

1. *General Characteristics*

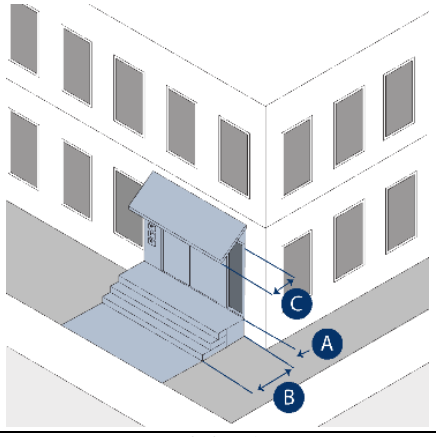
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

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

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)	Ⓐ		●	●				●	n/a | 36 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	Ⓑ		●	●		●	●	●	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
Primary frontage, span – 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
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



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:

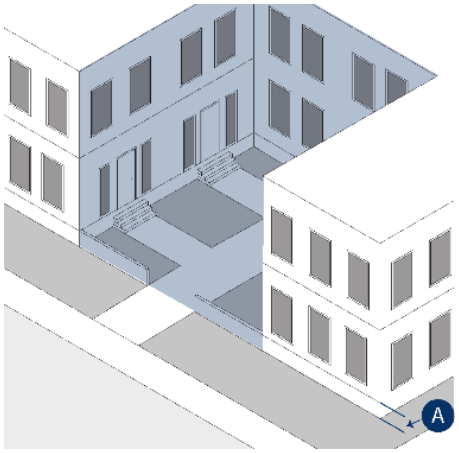
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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.

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
Material and Type – 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
Awnings and canopies, primary frontage, span – 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

K. Vehicular Forecourt Frontage Type

1. *General Characteristics*

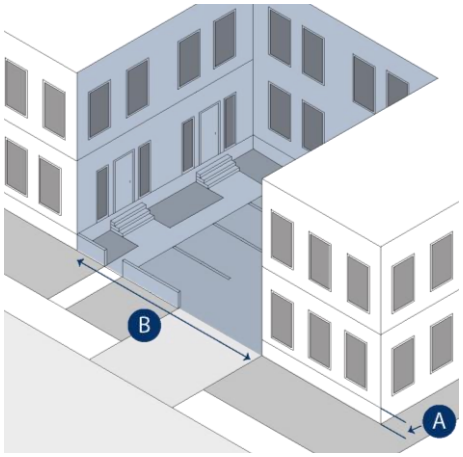
In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

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

Table 6.14: Vehciular 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



L. Gallery Frontage Type

1. *General Characteristics*

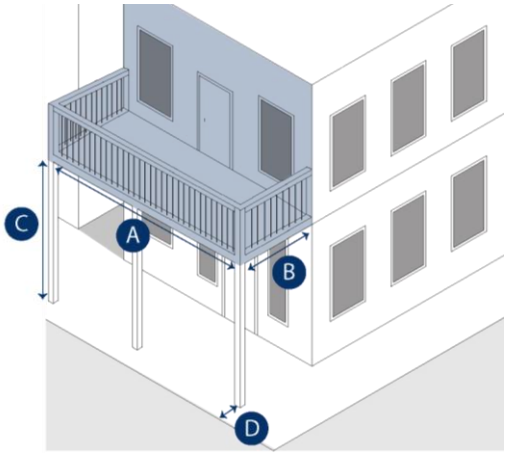
In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

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

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



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.

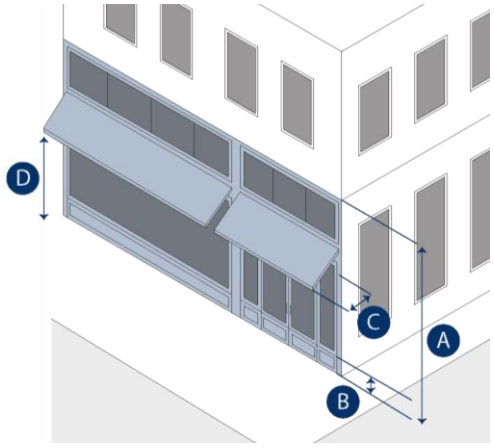
(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

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.

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
Coverage, min — 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
Material and type — 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
Awnings, primary frontage, span — 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:

(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.

(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.

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] Build-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.

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

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		
SD-WH sub-district	14	25
All other sub-districts	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		
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

0.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
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

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.

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.

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.

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.

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

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.

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

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.

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 (⅔) 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.

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.

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.

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.

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.

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.

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,

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/vRhuMc1lDJ8?si=HktqpGMi1_OWwgKG&t=3042

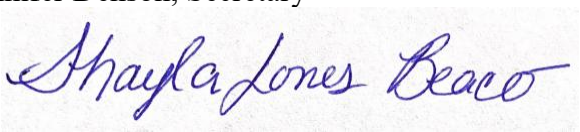
5) **Recommendation.** The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council at the October 16th meeting, with the following change:
   a) In Section 9.B., Definitions, replace the term "Civil 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

LEGALS 251.866.5998 legals@thecallnews.com

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 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
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, RICKEY 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 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 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, specifically 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 WILLIAMS, 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 SETTLEMENT 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 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

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 SETTLEMENT 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

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 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 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

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

PUBLIC HEARING NOTICE
A public hearing is scheduled by the Citronelle 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 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) 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, 202**5, 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

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.

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BOARD OF ZONING ADJUSTMENT
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NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
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OTHER PUBLIC NOTICES

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BOARD OF ZONING ADJUSTMENT
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BOARD OF ZONING ADJUSTMENT
Call News on September 24, 2025, and October 1, 2025

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

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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

ADEM
Alabama Department of Environmental Management

REVISED NOTICE OF PUBLIC HEARING
ALABAMA STATE IMPLEMENTATION PLAN
Public Notice – 350
Revised Public Notice due to change of Public Hearing date and extension of Comment Period.
Notice is hereby given that the Alabama Department of Environmental Management is providing the opportunity for interested persons to comment on documents pertaining to the Regional Haze State Implementation Plan (SIP) for the Second Planning Period. Pursuant to the Clean Air Act (CAA) requirements contained in Sections 169A and 169B, and the subsequent implementing regulations contained in 40 CFR 51.308, the Alabama Department of Environmental Management (ADEM), has developed a proposed SIP revision to address regional haze. This SIP revision represents commitments and actions taken by the state to address the requirements of these regulations during the second planning period, which includes the years 2019 to 2028. These commitments and actions move the state toward the goal of attaining natural visibility conditions at Alabama's designated Federal Class I area, and at other Class I areas outside the State that Alabama may impact. As designated in 40 CFR § 81.401, Alabama has one class one area within its borders, the Sipsey Wilderness Area (Sipsey). It is located within the Bankhead National Forest, and visibility is an important value.
Interested parties may request that a public hearing be held. If a hearing is held, it will be held on November 4, 2025, at 10:00 a.m. in the Main Hearing Room at the ADEM – Central Office location at 1400 Coliseum Blvd. in Montgomery.
Those requesting a hearing should call (334) 271-7909. The deadline to submit a request for a hearing is 5:00 p.m. on October 30, 2025. If no hearing is to be held, a Notice of Cancellation of the hearing will be posted on October 31, 2025, on the Department's website located at https://adem.alabama.gov/public-notices . Interested persons may also call (334) 271-7909 to determine if a public hearing will be held.
Copies of the proposed SIP are available for viewing at each of the locations listed below, and on the internet at https://adem.alabama.gov/public-notices. Copies are also available at a cost of 30 cents per page, at each of the ADEM office locations.

ADEM, Office of General Counsel
Attn: Jewel Shannan
1400 Coliseum Boulevard
(P. O. Box 301463, Zip code 36130-1463)
Montgomery, AL 36110-2059
(334) 260-4510

ADEM, Birmingham Field Office
Attn: Julia Trevarthan
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168

ADEM, Decatur Field Office
Attn: Jan Childers
2715 Sandlin Road, SW
Decatur, AL 35603-1333
(256) 353-1713

ADEM, Coastal Field Office
Attn: Jenika Monroe
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400

Southeast Alabama Regional Planning & Development Commission
462 North Oates, 4th Floor
Dothan, AL 36303

Alabama - Tombigbee Rivers Planning & Development Commission
Courthouse Annex
107 Broad Street
Camden, AL 36726

East Alabama Regional Planning & Development Commission
1130 Quintard Avenue
Anniston, AL 36201

If the Department holds a hearing, it will be held to receive data, views, and arguments from interested persons regarding the document. Attendance at the hearing is not necessary to present such data, views, arguments, or comments as the same may be submitted in writing, but must be received by Aubrey White prior to 5:00 p.m. on November 7, 2025.

Written submissions and other inquiries should be directed to:

Mr. Aubrey H. White III
Chief, Air Division
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463
(street address: 1400 Coliseum Boulevard, Montgomery, AL 36110-2059) or by e-mail at ahw@adem.alabama.gov

Any person wishing to participate in this hearing who needs special accommodations should contact the Department's Permits and Services Division at (334) 271-7714 at least five working days prior to the hearing.

This notice is hereby given this September 24, 2025, by authorization of the Alabama Department of Environmental Management.
Edward F. Poolos, Director
Nondiscrimination Statement: The Department does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the administration of its programs.
Call News September 24, 2025

PUBLIC NOTICE

BRIQUETTES LLC HAS MADE APPLICATION TO THE CITY COUNCIL OF THE CITY OF SARALAND FOR A 020-RESTAURANT RETAIL LIQUOR AT 300 INDUSTRIAL PARKWAY SARALAND, ALABAMA 36571. A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL IN THEIR REGULAR MEETING AT THE MUNICIPAL ANNEX, 727 SARALAND BOULEVARD, S., ON SEPTEMBER 25,2025.
Call News September 10, 17, 24, 2025

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) 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, 202**5, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**
BOARD OF ZONING ADJUSTMENT
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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



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
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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.

LEGALS 251.866.5998 legals@thecallnews.com

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 PROBATE 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. 2025-0293-2
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. Zambs, 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 Zambs 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, 14 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 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 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.storagetreasures.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) 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, 202**5, 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

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 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 **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 **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 **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/.

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



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.

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

ORDINANCE NO. 2025-004
ORDINANCE IMPLEMENTING AND LEVYING A LOCAL CONSUMABLE VAPOR PRODUCT TAX

WHEREAS, the Alabama Legislature enacted Act 2025-377, which levies an excise tax beginning October l, 2026, upon all consumable vapor products sold at wholesale in the state or imported into the state for use, consumption, or sale at retail on consumable vapor products, as said term is defined in Act 2025-377, with provisions for distributing a portion of such revenues to eligible municipalities; and

WHEREAS, municipalities have the authority to issue a business license pursuant to Article 2 of Chapter 51 of Title 11 on the privilege of doing business as a consumable vapor products wholesaler, importer, or retailer; and

WHEREAS, municipalities have the authority to enact an ordinance providing for the levy of a local tax or license fee on or before October l, 2025; and

WHEREAS, municipalities that have not levied a local tax on consumable vapor products by October l, 2025, will receive a portion of the state vapor products tax based upon population ratio as determined in the most recent federal census; and

WHEREAS, the City of Creola desires to establish a business license tax for a sum and amount equal to ten cents ($0.10) per milliliter of consumable vapor products sold or delivered within the corporate limits of the city.

Now, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Creola Alabama, as follows;

Section 1:

The following terms, as used in this article, shall have the respective meaning as follows:

(a) The term "The City" shall mean the municipality of Creola, Alabama.

(b) The term "distributor or seller" shall include every person who shall engage in selling or delivering consumable vapor products within the corporate limits of the city.

(c) The term "person" shall include every person, individual, partnership, corporation, limited liability company, association, limited liability partnership, or other organization that engages in any for-profit or not-for profit activities.

(d) Milliliter (ml) shall mean one thousandth of a liter, which is typically the unit of measure used for a volume of consumable vapor products sold or distributed.

(e) The term "consumable vapor product" shall mean any nicotine liquid solution or combination of substances containing nicotine that is depleted when used in a vapor device.

(f) Vapor device - shall mean a device used to heat a consumable vapor product into an aerosol that can be ingested or inhaled, including, but not limited to, e-cigarettes, electronic cigarettes, vape pens and similar devices.

Sec. 2: - License Tax Imposed.

In addition to any applicable Business license fee otherwise imposed by separate Ordinance upon any Vapor Product Merchant Wholesaler or Retailer, every distributor or seller of consumable Vapor Products or devices shall pay a license tax to the city, and a license tax is hereby fixed and created, which license tax shall be a sum and amount equal to ten cents ($0.10) per milliliter of consumable vapor product or devices sold or delivered within the corporate limits of the city.

Sec. 3: Exemptions on Purchases from other Distributors or Sellers.

Any person engaged as such seller or distributors in selling or distributing consumable vapor products purchased from other sellers or distributors who have paid the license thereon to the City of Creola as herein fixed shall be required to pay no license tax based on the sale of or delivery of such consumable vapor product so purchased into the City of Creola. In order to obtain the exemption provided in this section such seller or distributor must on or before the 20th day of each month file with the City of Creola or their designee a sworn written statement showing each and every purchase by such person of consumable vapor product during the calendar month next preceding as well as the name of the person from whom and the date on which purchased.

Sec. 4: Written Statement of Sales Must be Filed.

Each and every distributor, Wholesaler, or Retail Merchant, except such as are exempt from license tax under the provisions of Section 3 of this Ordinance, shall on or before the 20th day of each month file with the City of Creola or its designee, a sworn written statement which shall be a full, true, accurate and correct statement of the following:

(a) The amount of all consumable vapor products or devices sold or delivered by such distributor or seller within the corporate limits of the city, set out in milliliters of consumable vapor product.

(b) The amount and quantity of all consumable vapor products sold or delivered to any other distributor within the corporate limits of the city, set out in milliliters of consumable vapor products.

Sec. 5: Permit and License Tax for Distributor with No Place of Business in City or Police Jurisdiction.

It shall be unlawful for any distributor having no place of business within the corporate limits of the city to make any sales or deliveries of consumable vapor product therein, without first obtaining a business license from the City of Creola or its designee, and any such seller, wholesaler, or distributor shall be liable for and shall pay the same license tax as that fixed and levied in Section 2 of this Ordinance. Any such seller, wholesaler, retailer, or distributor who shall violate the provisions of this section shall be punished as hereinafter provided.

Sec. 6: Failure to File or Making False Statement.

If any seller or distributor fails or omits to make or file any statement herein required within the time specified or who shall make any false statement therein, shall be guilty of a continuing offense against the city and each day during which said business or occupation is engaged in during such default shall constitute a separate offense.

Sec. 7. Payments Dates; Penalties for Failure to Make Payment

The license tax herein fixed shall be due by each person against whom the same is herein levied on the 20th day of each calendar month. The license tax herein fixed must be paid by each person against whom the same is herein levied and fixed on or before the 20th day of each month, being the time fixed for filing the statement based on sales and deliveries made during the preceding month. Any person failing or omitting to file and or pay said license tax within the said time period shall be guilty of an offense against the city, and such offense shall be a continuing offense, and each day during which said business or occupation is engaged during such default shall constitute a separate offense. Such license tax shall be increased by the addition thereto of penalties and interest.

Sec. 8: Duty to Furnish Information.

Upon demand of the City of Creola, or their designee, all such information as may be required for determination of the correct amount of license tax to which any person is subject shall be furnished to the city, and to that end it shall be the duty of such person, upon demand, to submit to the City of Creola, or their designee, auditor or representative, for inspection and examination all books of account, invoices, papers, pump meters, reports and memoranda containing entries showing the amount of purchases, sales, receipts, inventory and other information from which the correct amount of license tax to which he is subject may be determined including exhibition of bank deposit books and bank statements. Upon demand, it shall be unlawful for any person to fail or refuse to submit such records for such examination and inspection.

Sec. 9: Penalties for Violation.

Whoever shall violate any provision of this article shall, for each offense and for each and every day that such offense be subject to a fine of not more than $500.00 and revocation of their business license and such further penalties as are provided by law.

Sec. 10: General License Ordinance Not Affected.

This article shall not be construed to repeal any of the provisions of the City's Business License Ordinance now in force or that may hereafter be adopted, and the amount of license taxes herein provided shall be additional to any amounts required to be paid under the said Business License Ordinance.

Sec. 11: Effect of this Ordinance on Past Actions and Obligations.

This ordinance shall become effect September 25, 2025, and shall thereafter be published in accordance with law. Nothing herein shall eliminate any other past obligations owed to the City by any person included in this Ordinance.

Sec. 12: Severability.

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared by a court of competent jurisdiction unconstitutional, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph.

Sec. 13: Repealer.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. The adoption of this ordinance shall not abridge the right of the City Council to change, alter, increase or decrease any of the fees at any time.

PASSED, ADOPTED, AND APPROVED ON SEPTEMBER 25, 2025.

Attest: Donald Nelson, Mayor
Macy Brown, City Clerk
Call News October 8, 2025

CITY OF CITRONELLE, ALABAMA
ORDINANCE NO. 2025-1357

AN ORDINANCE TO LEVY A LOCAL EXCISE TAX AND REQUIRE BUSINESS LICENSES FOR THE SALE OF CONSUMABLE VAPOR PRODUCTS IN THE CORPORATE LIMITS OF THE CITY OF CITRONELLE

WHEREAS, pursuant to Title 11, Chapter 51, Article 2 of the Code of Alabama, 1975, municipalities are granted the authority to license and tax businesses operating within their jurisdiction; and

WHEREAS, the City of Citronelle desires to establish an excise tax on consumable vapor product Wholesalers and Retailers; and also a gross-receipts-based business license requirement for Wholesalers and Retailers of consumable vapor products, in accordance with current state law;

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

That the Code of Citronelle, Alabama is hereby amended by adding an Article X to Chapter 14, which said Article reads as follows:

"ARTICLE 10. CONSUMABLE VAPOR PRODUCTS TAX and LICENSE

SECTION 1. Definitions.

The following terms, as used in this article, shall have the respective meanings as follows:

a. "City" shall mean the City of Citronelle, an Alabama municipal corporation.

b. "Person" shall include every individual, partnership, limited liability company, association, limited liability partnership, or other form of organization engaged in any for-profit or not-for-profit activity.

d. "Consumable Vapor Product" shall mean and have the same meaning as the term is defined in Section 40-23-1, Code of Alabama 1975.

f. "Vapor Product" shall mean and have the same meaning as the term is defined in Section 40-23-1, Code of Alabama 1975.

g. "Wholesaler" shall mean any person or business entity who sells consumable vapor products to retailers and not to end-users.

h. "Retailer" shall mean any person or business entity who sells consumable vapor products to individual consumers or to the end-user, whether from a storefront or online, and regardless of location.

i. "Gross Receipts" shall mean the total revenue received from the sale of consumable vapor products from all sources and before deductions.

j. "Milliliter (mL)" shall mean one thousandth of a liter, which is typically the unit of measure used for the volume of consumable vapor products sold or distributed.

k. "Business license" shall mean an annual license issued by the City for the privilege of doing any kind of business, trade, profession, or any other activity in the City.

SECTION 2. Excise Tax Imposed.

Every person who sells consumable vapor products, whether as a retailer, wholesaler, or both, shall pay an excise tax to the City, which is hereby fixed and established as follows:

Ten cents ($0.10) per milliliter (mL) of consumable vapor products sold or delivered by them within the corporate limits of the City; and

SECTION 3. Exemptions from subsequent Excise Tax.

The excise tax established in Section 2 of this Ordinance shall only be charged one time on each unit of a consumable vapor product, thus, if a Wholesaler or Retailer purchases consumable vapor products from a Wholesaler who has already paid the City the excise tax as outlined in Section 2 above, no additional excise tax on the re-sale of such consumable vapor products shall be owed. However, to qualify for this exemption, such person must submit a sworn written statement to the City or its designee by the 20th of each month, detailing:

• All purchases of consumable vapor products made by such person in the preceding calendar month (Wholesaler's name, address, date of purchase, description of products, quantity of products); and

• Proof of the payment of the excise tax for the consumable vapor products by the Wholesaler to the City.

SECTION 4. Monthly Statement of Sales Required.

Each Wholesaler or Retailer of consumable vapor products shall submit a sworn written statement to the City or its designee by the 20th day of each month, providing:

1. The quantity in milliliters (mL) of all consumable vapor products sold or delivered by them within the corporate limits of the City; and

SECTION 5. Required Business Licenses.

Each person desiring to engage in the wholesale or retail sale of consumable vapor products in the City must first obtain a business license from the City under the applicable category:

• Retailers of consumable vapor products must be licensed under Paragraph 46 Merchant, Retail of Section 14-38 of the Code of Citronelle, Alabama.

• Wholesalers of consumable vapor products must be licensed under Paragraph 47 Merchant, Wholesale of Section 14-38 of the Code of Citronelle, Alabama as further provided in Section 14-20 of the Code of Citronelle, Alabama

The license must be renewed annually and remains subject to all provisions of the City's general business licensing ordinance.

SECTION 6. Out-of-City Wholesalers or Retailers.

Wholesalers or Retailers without a physical business location in the City who sell or deliver consumable vapor products within the corporate limits of the City must first obtain the required Citronelle business license and must fully comply with the filing and tax remittance requirements of the Code of Citronelle, Alabama.

SECTION 7. Failure to File or Submitting False Statements.

Any person who fails to file the required monthly statement, submits false information, or who fails to first obtain a business license before selling or distributing consumable vapor products shall be subject to a fine of up to $500 per offense. Each day the person is in violation shall constitute a separate offense. In addition, such person shall be subject to their business license being revoked (if they have one) or not issued until all fines, fees, penalties, and interest have been paid.

SECTION 8. Payment Deadlines and Penalties.

The excise tax imposed by this ordinance is due on the 1st day of each month and must be paid no later than the 20th day of the same month. Failure to file and/or pay on time shall be considered a continuing offense, and each day shall constitute a separate offense. Penalties, fees and interest shall be added to any delinquent tax payment as provided by Chapter 14 of the Code of Citronelle, Alabama, as last amended.

SECTION 9. Duty to permit inspection and produce records.

Upon demand, it shall be the duty of all persons selling or distributing consumable vapor products in the corporate limits or police jurisdiction of the City to:

(a) Permit the designee of the City to enter and to inspect all portions of their place or places of business for the purposes of enabling said municipal designee to gain such information as may be necessary or convenient for determining the proper license classification, determining the correct amount of the excise tax, and/or determining their compliance with City ordinances, codes, and regulations;

(b) Furnish information, during reasonable business hours, at the person's place or places of business, all books of account, invoices, papers, reports and memoranda containing entries showing amount of purchases, sales receipts, inventory and other information from which the correct license tax classification of such person may be ascertained and the correct amount of excise tax to which they are subject may be determined, including exhibition of bank deposit books, bank statements, copies of sales tax returns to the State of Alabama, copies of Alabama income tax returns and federal income tax returns. Refusal to provide these documents is a violation of this ordinance.

SECTION 10. Penalties for Violations.

Any person who violates any provision of this ordinance shall be subject to a fine of up to $500.00 per offense, with each day constituting a separate offense.

SECTION 11. No Impact on General Business License Ordinance.

This ordinance does not repeal any part of the City's existing Business License Ordinance. Taxes established herein are additional and cumulative to any other applicable license requirements.

SECTION 12. No Retroactive Effect.

This ordinance does not affect violations committed under prior ordinances or the validity of any bond or deposit made under prior rules. All such obligations remain in effect for their prescribed terms.

SECTION 13. Effective Date.

This ordinance shall become effective on October 1, 2025 following its adoption and lawful publication.

SECTION 14. Severability.

Each section, clause, sentence, and paragraph of this ordinance is severable. If any part is found to be illegal or unconstitutional, the remaining portions shall remain in effect.

SECTION 15. Repealer.

All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

Adopted this the 25th day of September, 2025.

Jason T. Stringer, Mayor
Attest:
Lori Bryan, City Clerk
Call News October 8, 2025

STORAGE SALE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7997: 5441 US-90, Mobile, AL 36619
Auction Date: 10/17/2025 at 1:15 PM
Units: 1180, 1325, 1334
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 10/17/2025 at 12:00 PM
Units: 118, 245, 1126, 1217, 1293, 1304
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 10/17/2025 at 12:30 PM
Units: 2024, 2076, 2084, 2112, 3033, 3276
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 10/17/2025 at 11:00 AM
Units: K735, K795, K810
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Call News October 8, 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 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.

Call News September 24 and October 1,8, 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



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

BUILDMOBILE

REGULATIONS CLARIFIED

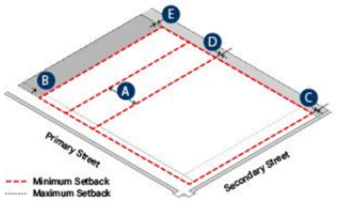
1. Sub-districts organized in the same way as districts in the UDC.
2. New tables consolidate sub-district dimensional standards, transparency and frontage requirements, and include new illustrative graphics.
3. Frontage standards placed in one-page tables that include all relevant frontage requirements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

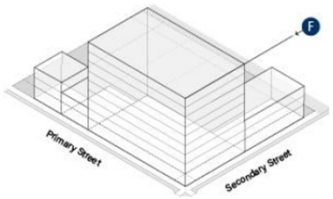
7

BUILDMOBILE

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	● = Permitted
Lawn	
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●

8

BUILDMOBILE

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	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
				•	•			•	Wood picket, wood slat, wood lattice, iron or steel, brick,

9

BUILDMOBILE

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

41-1530 **2025**

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: DEC 0 9 2025

City Clerk

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 7125 Bellingrath Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 7125 Bellingrath Road from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse 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:

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW), 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 CW, provided, however, that the plans for any structure or building sought to be

erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an CW, until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th day of January, 2026, 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 17th day of December, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7125 Bellingrath Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW)**. 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 **CW** 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 **CW** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

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

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

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

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** 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 **CW**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel

of land herein above described shall be used for any use allowed in an **CW,** until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

adopted:

_____

Lisa Lambert, City Clerk

T.J. Debrow, Sr., First Baptist Church of Theodore
Addition to First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 4, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 20, 2025, considered the request of **T.J. Debrow, Sr., First Baptist Church of Theodore** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** for the property located at **7125 Bellingrath Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

CORRECTED LETTER OF DECISION

December 1, 2025

T.J. Debrow, Sr., Chairman of Trustees
First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Theodore, Alabama 36582

Re: 7125 Bellingrath Road
ZON-UDC-003518-2025
Addition to First Baptist Church of Theodore Subdivision
T.J. Debrow, Sr., First Baptist Church of Theodore
District 4
Rezoning from Single-Family Residential Suburban District (R-1) to General Business District (B-4)

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

At its meeting on November 20, 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 **CW, Commercial Warehouse District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) 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.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **CW, Commercial Warehouse District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is $**429.78**. 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B
☐ **Planned Development** Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:		251-432-5521
Email:		jcp@helmsinglaw.com
Address:	7125 Bellingrath Road, Theodore, AL 36582	150 Government Street, Suite 2000, Mobile, AL 36602

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	251-653-8695	
Email:		
Address:	7125 Bellingrath Road, Theodore, AL 36582	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

7125 Bellingrath Road, Theodore, AL 36582
Property Address

10.07 acres; 19,705 sqft
Property Area (acres or square feet)

R023802102000181.00
Parcel Number(s) or Key Number(s)

01250229
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

10-17-2025
Date

Applicant or Agent Signature (If applicable)

10-17-2025
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

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

1. **Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.**

This rezoning proposal concerns property annexed into the City in 2008 and currently zoned R-1. A subdivision application has been submitted along with this rezoning application. The proposed rezoning will solely impact the new parcel being created through the subdivision process. This parcel, if approved for subdivision is vacant land (the "Site"), located due south of the First Baptist Church of Theodore (the "Property"). The applicants proposed to rezone the new parcel from R-1 to B-4; the B-4 zoning will be subject to a number of voluntary use restrictions. See "Voluntary Use Restrictions" attachment.

The proposed zoning (B-4) aligns with the following Map for Mobile principles:

1) Principle 2: Enhancing a "functional roadway corridor with "a variety of thriving business that support a robust economy" and
2) Principle 3: "Strategic infill" that is concentrated with other activity and adds to a "mix of uses that serve the community."

The proposed rezoning will provide an opportunity for "strategic infill" on a large parcel in an area with increased activity, a Map for Mobile objective. Map for Mobile, pg. 5. The proposed rezoning aligns with the City's focus on growth, a Map for Mobile "Plan Pillar." The rezoning will permit development of truck repair enterprise; the addition of this establishment will promote a "diverse economy with opportunities for all." Map for Mobile, p. 24.

Though this portion of Bellingrath Road is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Low Density Residential," the property located west, across Bellingrath Road, is commercial warehousing space. Adjacent property, located due south of this Property, is heavy industrial. These uses predate the application of the zoning ordinance to this area and render the Future Land Use Map's application to this area misguided.

2. **Was there a Mistake or Error in the original map?**

Yes; the First Baptist Church of Theodore, along with the surrounding properties near and around Old Military and Bellingrath Road were annexed into Mobile in 2008. This area now comprises, in part, the southwestern edge of the City limits. At that time of the annexation, the Property was zoned R-1. In general, the City of Mobile attributes an R-1 zoning to religious institutions. The use of the current Property as a "religious institution" predated the City of Mobile's zoning ordinance. However, Bellingrath Road at this location is more accurately

described as a "mixed commercial corridor." Commercial warehouses are located across the street from the Church. A heavy industrial site is located due south of the Church. Note, B-4 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

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 in the Theodore area. This investment will provide employment opportunities, enhance the tax base and encourage additional investment. By rezoning the site and facilitating redevelopment and investment, the rezoning advances the general welfare of the community and aligns with the broader goals of neighborhood reinvestment.

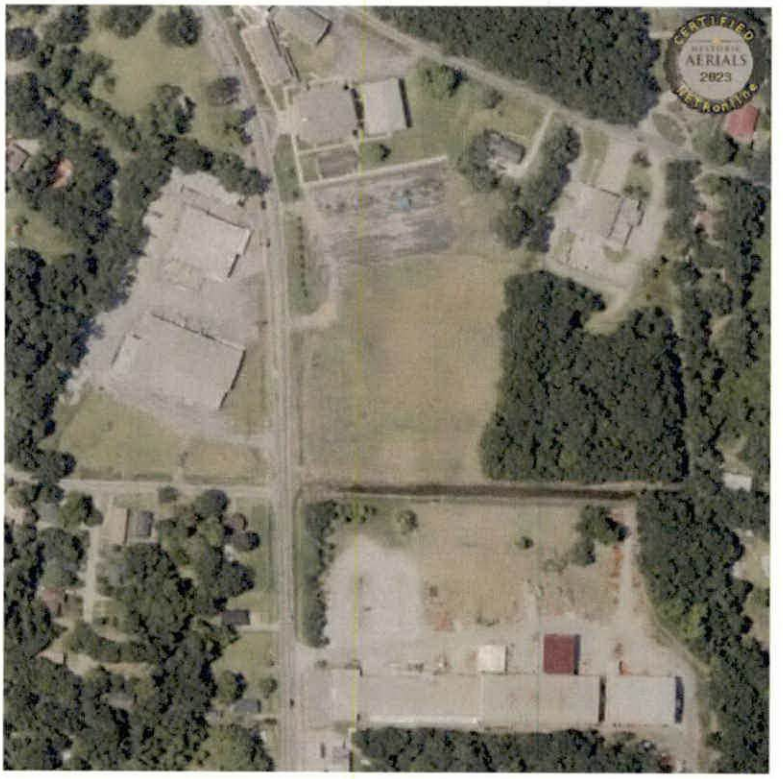
4. **Describe what changed or changing conditions in the area make an amendment necessary and desirable.**

At that time of the annexation, the First Baptist Church of Theodore property was zoned R-1; religious institutions are zoned R-1 according to City of Mobile zoning practices. When annexed, the Property owned by the First Baptist Church of Theodore encompassed almost 16 acres of the land situated at the confluence of Bellingrath and Old Military Road. Note, this property also housed three separate sanctuaries. In 2009, the Church sold part of its property to the City of Mobile for a fire station, which is located at 7050 Old Military Road. In 2019, the Church sold the pastor's residence, located at 7031 Old Military Road, to an individual. In 2024, the Church sold the "stone sanctuary," located at the hard corner of Old Military Road and Bellingrath Road to Lighthouse Baptist Church. The Church continues to use the 1985 Sanctuary; however, it now wishes to subdivide its property further, and sell the undeveloped property south of the 1985 Sanctuary.

Though, this portion of Theodore is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as "Low Density Residential," the area displays a mix of uses. The property located west, across Bellingrath Road and south of the historic 1931 sanctuary, is commercial warehousing space. The property located due south of the Church's southern property line is heavy industrial. These uses predate the application of the zoning ordinance to this area. Furthermore, Bellingrath Road is a significant north / south corridor between Highway 90 and Coden. The corridor is experiencing increased activity. While the corridor was traditionally agricultural in use, this use has been changing steadily since 1980, when the first industrial site was developed.



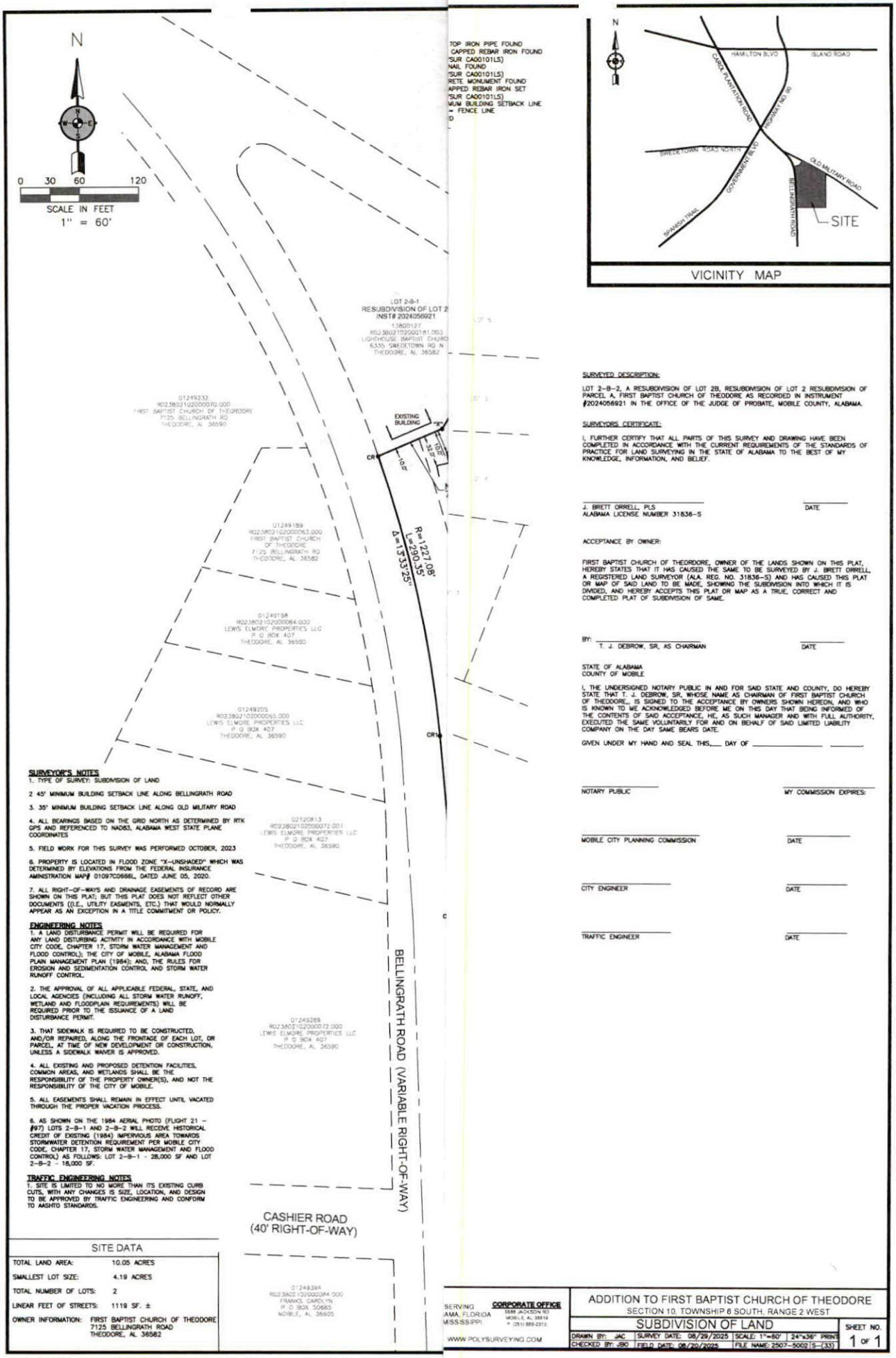
The 1980 aerial (above) illustrates the initial construction of the industrial site to the south of the Property More recently, uses along Bellingrath have continued to intensify as demonstrated by this 2023 Aerial of the same area (below).



In recent years, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Theodore's strategic location, near Highway 90, the rail corridor and I-10, along with the relatively flat landscape makes it an attractive location for increased commercial activity. A rezoning is necessary to support this evolution and to allow this property to be developed. A residential development at this location is not feasible.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Site proposed for rezoning is located on Bellingrath Road, approximately four-tenths of a mile from the intersection with U.S. Highway 90. The Bellingrath Road corridor is a mixed-use corridor experiencing some level of transition. The parcels facing Bellingrath Road between this Site and Highway 90, or in this immediate area, are used for institutional, commercial or industrial purposes. The corridor is changing from a rural route, adjacent to farms, to one supporting local, small businesses, industrial uses and commercial warehousing and/or other developments associated with regional industries. The site is located at the edge of City's zoning jurisdiction.



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE AMINISTRATION MAP# 01097C0686L, DATED JUNE 05, 2020.
7. ALL RIGHT-OF-WAY'S AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ((I.E., UTILITY EASMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
2. 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.
3. THAT SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
4. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 21 - #97) LOTS 2-B-1 AND 2-B-2 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER DETENTION REQUIREMENT PER MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 2-B-1 - 28,000 SF AND LOT 2-B-2 - 18,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IS SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.19 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1118 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT ORRELL, PLS
ALABAMA LICENSE NUMBER 31836-S — DATE

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT ORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE,, IS SIGNED TO THE ACCEPTANCE BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS,___ DAY OF _____ _____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE
5896 JACKSON RD
MOBILE, AL 36619
P. (251) 666-2910
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"x36" PRINT	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 08/29/2025	FILE NAME: 2507-5002 (S-(33))		

M:\!Drawings\2025\2507\2507-5002\DWG\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCarrigan

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use) 8. Correctional Facilities (private)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.W. Debrow, Sr. 11/26/2025
Owner Signature Date

T.W. Debrow, Sr. 11/26/2025
Applicant Signature Chairman of Trustees - The First Baptist Church Theodore Date

STATE OF Alabama

COUNTY OF Mobile

CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.W. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 26 day of November, 2025.

Notary Public

My commission expires: 3-12-29

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, T. J. Debrow, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of First Baptist Church of Theodore, a corporation for the property located within the city limits of Mobile, Alabama at 3125 Bellingrath Road, Theodore, Alabama 36582.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Casey Pipes Designee (1)	Keri Coumanis Designee (2)
jcp@helmsinglaw.com Email	krc@helmsinglaw.com Email
251-432-5521 Phone Number	251-432-5521 Phone Number
Signature of Company Owner	10-17-2025 Date

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to subdivide and then rezone part of the parcel located at approximately 3125 Bellingrath Road (the "Site"). The site is currently home to the First Baptist Church of Theodore. The First Baptist campus was encompassed at least 16 acres. In recent years, the Church has been reducing its footprint. The Site is vacant land, currently zoned R-1. The First Baptist Church of Theodore now desires to sell the Site; the R-1 zoning is not useful for the future purchasers. The rezoning request, B-4, will permit this property to be developed for a truck repair enterprise. The future owners have agreed to a list of Voluntary Use Restrictions (see attachment "Voluntary Use Restrictions").

Mistake / Change in Use Chart Justify the Rezoning

The current zoning (R-1) does not permit development of the Site. The site is situated due north of a Heavy Industrial site, which has been in place since at least 1980. Rezoning this site will permit it to be developed, increase commercial activity and provide an employment opportunity for area residents. Further, the B-4 zoning, along with the voluntary use restrictions in place, will provide a transition between the I-2 site and the remainder of the Church's property.

Changing Conditions Justify the Rezoning

Bellingrath Road has long served as a traditional, rural corridor supporting locally-owned small businesses and agricultural interests. 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 interstate -- makes it an attractive location for light industrial uses.

A rezoning is necessary to support the changing conditions along Bellingrath Road and to permit this site, once subdivided, to be developed. 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 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" on a large under-utilized parcel. See Map for Mobile, pg. 7. The proposal supports economic development and growth by providing an opportunity for greater access to jobs and employment centers. Map for Mobile, p. 24.

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 12:23 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

My apologies, I did not mention the following information in my first email:

Please note that a **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:19 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Good afternoon,

We have completed our initial review of the Rezoning 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. **Application Submission:**

- The voluntary use restrictions referenced in your submittal were not provided with the application. Please submit this information.

2. **Notification Labels:**
   - It appears several labels are missing for several property owners within 300 feet of the subject site. Attached is a spreadsheet with all qualifying addresses for reference. Please submit the missing labels.
3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**.
4. **Site Plan Requirements:**
   The preliminary subdivision plat was submitted as the proposed site plan. While a site plan showing all proposed improvements is not required, staff need to know at least which portion of the property is proposed to be rezoned.
5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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 Wednesday, October 22, 2025**, the application will be considered **partially complete** and placed on the agenda for the **November 20, 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 **November 5, 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
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Tue 10/21/2025 12:01 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>

Mr. Pipes,

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, as mentioned, **please note** the following:

- A **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.
- Complete and compliant **Neighborhood Meeting documentation** must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**. If the required Neighborhood Meeting documentation is not received by **November 5, 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 application fees are paid **by noon on October 22, 2025**, the application will be scheduled for the **November 20, 2025,** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

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
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 11:14 AM
To: Keri Coumanis <KRC@helmsinglaw.com>; Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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.

All,

Attached is the AutoCAD file.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:47 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; J. Casey Pipes <jcp@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Logan,

The attached documents are being submitted in response to Items 1 and 4 below.

We have requested the DWG file from poly surveying.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 434-0888 (direct dial)
(251) 432-5521
www.helmsinglaw.com

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 10:31 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Understood. We'll strike that from the application review checklist.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:25 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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.

Logan,

I used the City's website this morning to check the list we created using the Revenue Commissioner's website originally. I don't know which website or system your office uses.

https://experience.arcgis.com/experience/fb721539c24d4f288f1c4b8587a3601a

Using both systems, I think our originally submitted list of neighboring property owners within 300' of the subject property is correct.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 9:47 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

If you believe the system is in error, we can proceed without the additional labels; however, any complaints from property owners who did not receive required notifications—and are later determined to have been entitled to them—will result in the request being held over until proper notification can be provided.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 9:38 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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.

Logan,

Thanks. We will work through this. However, I am trying to understand where you came up with the missing notification labels. The rezoning pertains to the First Baptist Church of Theodore's property shown on the attached maps. The 300' radius around this entire parcel (including the part that is not being rezoned) does not touch the parcels of land that front on Cary Hamilton Road, much less Pecan Grove Ave., or the ones on the North side of Mobile Lane (Street) or further up Bellingrath Road.

Were you drawing your radius around additional parcels that were previously subdivided and conveyed out by the Church (e.g., parcels 181.002 and 181.003)?

Thanks.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:20 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Good afternoon,

We have completed our initial review of the Rezoning 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. **Application Submission:**
   - The voluntary use restrictions referenced in your submittal were not provided with the application. Please submit this information.
2. **Notification Labels:**
   - It appears several labels are missing for several property owners within 300 feet of the subject site. Attached is a spreadsheet with all qualifying addresses for reference. Please submit the missing labels.
3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025.**
4. **Site Plan Requirements:**
   The preliminary subdivision plat was submitted as the proposed site plan. While a site plan showing all proposed improvements is not required, staff need to know at least which portion of the property is proposed to be rezoned.
5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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 Wednesday, October 22, 2025**, the application will be considered **partially complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

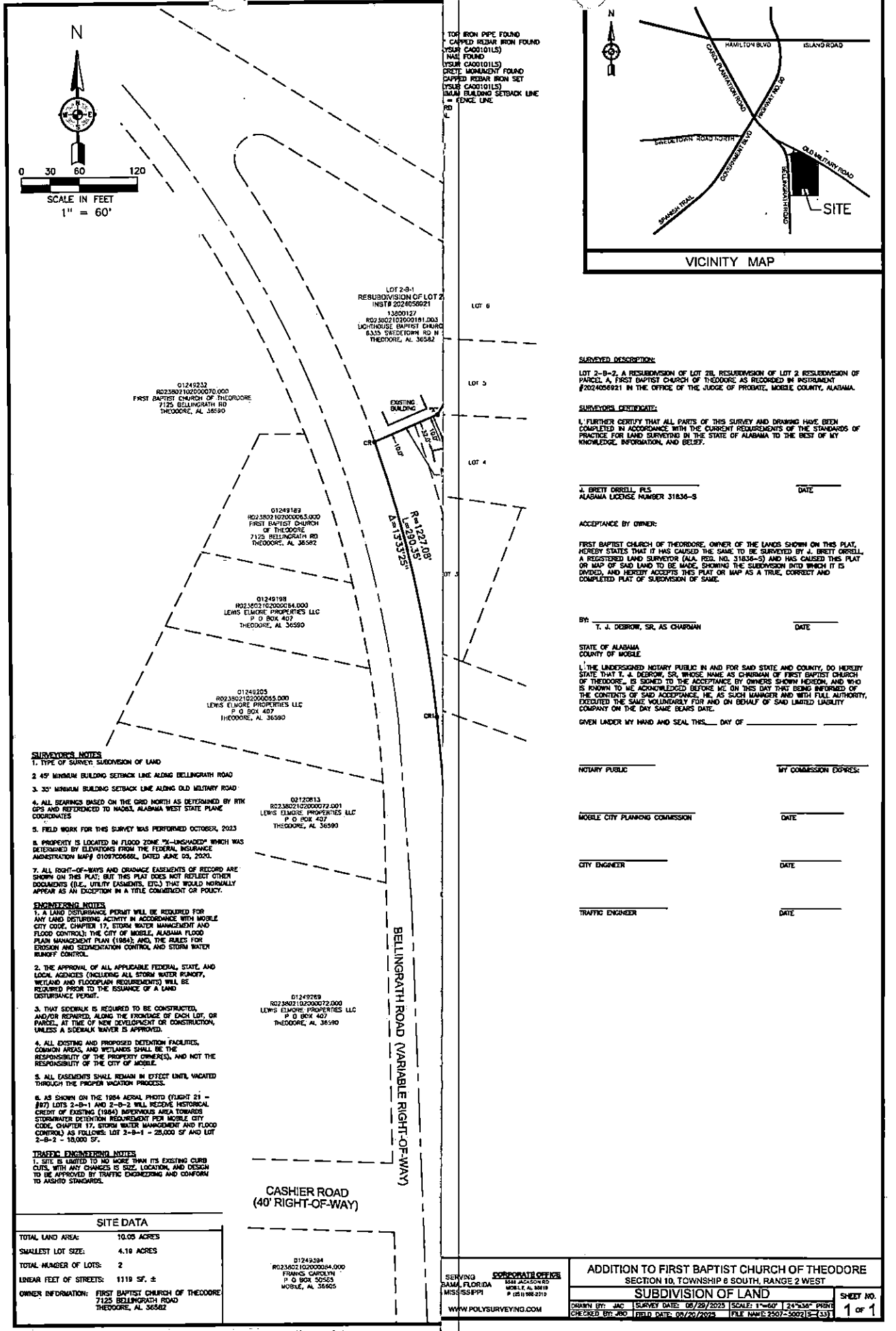
Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILDMOBILE



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE ADMINISTRATION MAP# 01097C0668L, DATED JUNE 03, 2020.
7. ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
2. 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.
3. THAT SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
4. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 29 - #67) LOTS 2-B-1 AND 2-B-2 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER DETENTION REQUIREMENT PER MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 2-B-1 - 28,000 SF AND LOT 2-B-2 - 15,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.10 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1119 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT ORRELL, PLS — DATE
ALABAMA LICENSE NUMBER 31836-S

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT ORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE., IS SIGNED TO THE ACCEPTANCE, BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS___ DAY OF _____ _____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE: 5568 JACKSON RD MOBILE, AL 36619 P (251) 666-2919
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"x36" PRINT	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 08/20/2025	FILE NAME: 2507-5002[S-33]		

M:\11Drawings\2025\2507\2507-5002\Dwg\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCalligan

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

CITY OF MOBILE
REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633-1827

FIRST BAPTIST CHURCH OF
%LONNIE B BYRD, PASTOR
7125 BELLINGRATH RD
THEODORE AL 36582

FRANKS CAROLYN
PO BOX 50685
MOBILE AL 36605-0685

MITCHELL WARREN
7195 BUSH LN
THEODORE AL 36582-2205

HALL TONJA DENISE
7070 OLD MILITARY RD
THEODORE AL 36582-2140

JACKSON MARY E
ATTN CARMEKIA SULLIVAN
2847 SEBASTIAN LN
MELBOURNE FL 32935-3657

BROWN EULA
C/O LULA PAYNE
2808 CORONADO CT
MOBILE AL 36693

4910-9219-7996, v. 1

QUAN PARTNERS LLC
1208 MACARTHUR PLACE CT
MOBILE AL 36609-5186

LEWIS ELMORE PROPERTIES LLC
P O BOX 407
THEODORE AL 36590

REESE MARTHA
C/O JESSIE WILLIAMS
5680 KING ST
THEODORE AL 36582-2212

CASEY PIPES
POST OFFICE BOX 2767
MOBILE, AL 36652

MONROE BREANA & JACOB
MATTHEWS
7031 OLD MILITARY RD
THEODORE AL 36582-2141

DAVIS CASSANDRA ROSS
10443 KIPLING TRCE
THEODORE AL
36582-8431

MACK MANUFACTURING INC
PO BOX 1559
THEODORE AL 36590-1559

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

MARTIN III ARTHUR
113 HUSTON CT
HUNTSVILLE AL 35806-4254

DEES EDDIE J & MATTIE
7212 BELLINGRATH RD
THEODORE AL 36582

JACKSON ARTIS J JR & ELIZABETH
8218 MANDERLY PL
CONVERSE TX 78109-3210

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

VANCE ANGUS H
2125 DORCHESTER DRIVE
MOBILE AL 36695-2920

GRAHAM LU R
6951 POPE LANE
THEODORE AL 36582-2117

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

7125 Bellingrath Road, Theodore, AL 36582
Property Address

10.07 acres; 19,705 sqft
Property Area (acres or square feet)

R023802102000181.00
Parcel Number(s) or Key Number(s)

01250229
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.

[signature]
Owner Signature

10-17-2025
Date

[signature]
Applicant or Agent Signature (If applicable)

10-17-2025
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

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.J. Debrow, Sr. — 10-17-2025

Owner Signature — Date

Applicant Signature — Date

STATE OF _____

COUNTY OF _____

CITY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.J. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

Agenda Item # 14

SUB-003482-2025, SUB-SW-003519-2025 & ZON-UDC-003518-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Sidewalk Waiver

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7125 Bellingrath Road

Subdivision Name:
Addition to First Baptist Church of Theodore Subdivision

Applicant / Agent:
T.J. Debrow, Sr., First Baptist Church of Theodore

Property Owners:
First Baptist Church of Theodore

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-1, Single-Family Residential Suburban District, & B-4, General Business District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record.
- Request to waive the construction of a sidewalk along Bellingrath Road.
- Rezoning from R-1, to R-1 & B-4
  - 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 eight (8) conditions;
2. Sidewalk Waiver request; and
3. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 7
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

SITE HISTORY

The site has been the subject of the following subdivision approvals:

- First Baptist Church Theodore Alabama Subdivision – a two (2)-lot subdivision approved and recorded in July 1976, prior to annexation into the City of Mobile;
- First Baptist Church of Theodore Subdivision, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in April 2009, following annexation into the City;
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2 – a two (2)-lot subdivision approved and recorded in June 2018; and
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2B, Resubdivision of Lot 2, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in September 2024.

Following annexation, the site retained its R-1, Single-Family Residential District zoning classification. It was developed for use as a religious facility prior to annexation and is considered non-conforming, as current regulations require Conditional Use Permit approval by the Planning Commission and City Council for religious facilities in the R-1 zoning district.

No additional Planning Commission or Board of Zoning Adjustment actions are 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. Delete ENGINEERING NOTES #6 and insert "As shown on the 1984 aerial photo (Flight 21 #97) LOT 1 and LOT 2 will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 18,000 SF and LOT 2 – NONE."
C. Retain NOTES 7 – 9, 13, and 15.
D. 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.

Sidewalk Waiver:

1. It appears that there is sufficient room within the ROW, or within the property on the back side of the roadside ditch, for the construction of a sidewalk that could be approved through the Permitting process.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering

Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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 two (2) legal lots of record from one (1) existing legal lot. The site is served by public water and sanitary sewer.

Both proposed lots will have frontage along Bellingrath Road, with Proposed Lot 2 also having frontage along Old Military Road. Old Military Road is a minor street without curb and gutter improvements, requiring a 60-foot-wide right-of-way, while Bellingrath Road is a major street requiring a 100-foot-wide right-of-way. Neither street is currently depicted with sufficient right-of-way width. However, previous subdivision approvals granted a waiver of Section 6.B.9. of the Subdivision Regulations, allowing increased front yard setbacks in lieu of additional right-of-way dedication.

The current plat illustrates a 45-foot front yard setback along Bellingrath Road and a 35-foot setback along Old Military Road, consistent with the most recently recorded subdivision plat. Therefore, a renewed waiver of Section 6.B.9. may again be appropriate. If approved, these increased setbacks should be retained on the Final Plat.

Proposed Lot 2 constitutes a double-frontage lot, which is generally discouraged by Section 6.C.7. of the Subdivision Regulations. Nonetheless, previous subdivision approvals permitted this configuration, suggesting that a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum area and size requirements for lots served by public water and sanitary sewer within the site's existing and proposed zoning classifications. Lot dimensions and area are correctly labeled in both square feet and acres on the preliminary plat, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained and updated on the Final Plat to reflect any required dedications.

The proposed lots also exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for both residential and non-residential frontages.

As noted, the 45-foot and 35-foot front yard setbacks along Bellingrath and Old Military Roads, respectively, exceed the dimensional requirements of Article 2 for both the existing and proposed zoning districts. These setbacks should be retained on the Final Plat, if approved. If additional right-of-way dedication is required along either frontage, the Final Plat must illustrate a minimum 25-foot front yard setback along each street frontage, as required by Section 6.C.8. of the Subdivision Regulations.

Sidewalk Waiver

The site is currently developed with a religious facility. The applicant proposes to develop Proposed Lot 2 of the concurrent subdivision request, which is presently undeveloped. Accordingly, any new development on the site

will be subject to full compliance with the Unified Development Code (UDC), the Subdivision Regulations, and all other applicable codes and ordinances.

Pursuant to Section 7.C.4. of the Subdivision Regulations, sidewalks are required along the property's Bellingrath Road frontage. The applicant requests a waiver from this requirement, citing the absence of existing sidewalks and the open-ditch design of the roadway as factors rendering sidewalk construction impractical.

Proposed Lot 1, which will remain developed following subdivision approval, was established prior to adoption of the current regulations. Therefore, sidewalk installation along its Bellingrath Road and Old Military Road frontages is not required at this time. However, any future development or redevelopment of that lot will be required to comply with current regulations, including sidewalk installation along Old Military Road, unless the Planning Commission approves another Sidewalk Waiver.

A detailed narrative supporting the waiver request, along with related documentation—including the site plan, cross-section drawings, and supporting exhibits—is available via the link provided on Page 1 of this report.

Rezoning

The applicant proposes to subdivide and rezone a portion of the property (Proposed Lot 2) from R-1, Single-Family Residential Suburban District, to B-4, General Business District, to allow development of a truck repair facility. The overall property is currently occupied by the First Baptist Church of Theodore, which, according to the applicant, historically encompassed approximately 16 acres. Over time, the church has reduced its active footprint, leaving the proposed lot as an undeveloped portion of the larger site.

Voluntary conditions and use restrictions have been submitted in conjunction with the rezoning request. Additional details, including the complete application, are available via the link provided on Page 1 of this report.

The subject site is bordered to the south by Heavy Industrial (I-2) property, with additional warehousing and manufacturing uses located further along Bellingrath Road. To the north, the property adjoins the remaining church facilities and residential parcels zoned R-1. Overall, the surrounding area contains a mix of residential, institutional, commercial, and light industrial uses, reflecting the corridor's ongoing transition from a predominantly rural setting to a more commercial and employment-oriented corridor, as noted by the applicant.

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 suggests that the proposed B-4 zoning, in combination with the Voluntary Conditions and Use Restrictions offered, would provide an appropriate transitional buffer between the heavy industrial operations to the south and the remaining residential and institutional uses to the north. As truck repair is a permitted use in the B-4 district, the applicant further suggests that the proposed development—when designed with adequate site buffering and screening—would be compatible with nearby industrial activities.

The applicant also notes that the Bellingrath Road corridor has experienced increasing levels of commercial and small-scale industrial development in recent years. Its proximity to U.S. Highway 90, Downtown Mobile, and the Interstate system has enhanced its appeal for service and distribution-oriented businesses. These evolving conditions represent a significant change from the area's original residential character. The proposal is therefore presented as a response to those trends, promoting reuse of underutilized land, supporting local business growth, and encouraging continued reinvestment in the corridor.

The Future Land Use Map (FLUM) of the Map for Mobile designates the site as Low Density Residential (LDR). While the requested B-4 zoning is not directly consistent with that designation, the Map for Mobile serves as a general policy guide. Site-specific rezoning requests may be appropriate where unique physical conditions, existing development patterns, or transitional relationships justify consideration of alternative zoning.

Although the LDR designation does not explicitly support B-4 zoning, the proposed amendment aligns with several guiding principles of the Map for Mobile, including:

- Strategic Infill – Encouraging reuse of underutilized parcels within established areas.
- Economic Development – Supporting job creation and local business investment.
- Efficient Use of Infrastructure – Leveraging existing access, utilities, and roadway capacity to support compatible development.

Any future commercial development of the site should include appropriate buffering, screening, and access management measures to minimize potential impacts on nearby residential and institutional properties. While a site plan was not submitted with this rezoning request—and is not required at this stage—a detailed site plan will be required during the permitting process if the rezoning is approved. That plan must demonstrate compliance with all applicable provisions of the UDC, including landscaping, buffering, parking, and access requirements.

Given the site's adjacency to heavy industrial uses, evolving land use conditions along Bellingrath Road, and the applicant's offer of Voluntary Use Restrictions to limit potential impacts, the proposed rezoning could be considered reasonable and contextually compatible.

If approved, the existing lot will be split-zoned until the subdivision is finalized; therefore, rezoning approval is contingent upon completion of the subdivision process.

Should the Commission find the request appropriate, approval could be recommended subject to compliance with the Voluntary Use Restrictions, and full compliance with all applicable requirements of the UDC, including landscaping, buffering, and access provisions.

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, waivers of Sections 6.B.9 (to waive right-of-way dedication) and 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the 45-foot front yard setback along Bellingrath Road and the 35-foot front yard setback along Old Military Road on the Final Plat, consistent with the most recently recorded subdivision plat;
2. If any additional right-of-way dedication is required by the City Engineer, the Final Plat should illustrate a minimum 25-foot front yard setback along any affected street frontage, in compliance with Section 6.C.8. of the Subdivision Regulations;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, consistent with Section 5.A.2(e)(4), adjusted for any required dedication;
4. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

On May 31, 2011, the Mobile City Council adopted a "Complete Streets" policy to promote the design and construction of transportation corridors that provide safe, convenient, and equitable access for all users—including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, emergency responders, and individuals of all ages and abilities.

Sidewalk installation is generally encouraged citywide, including in areas where pedestrian infrastructure is currently lacking. However, in determining the appropriateness of sidewalk construction along Monk Avenue, the Planning Commission should consider the broader context—such as existing development patterns, site-specific topographic constraints, and the presence or absence of nearby pedestrian infrastructure.

Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the permitting process.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of 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.

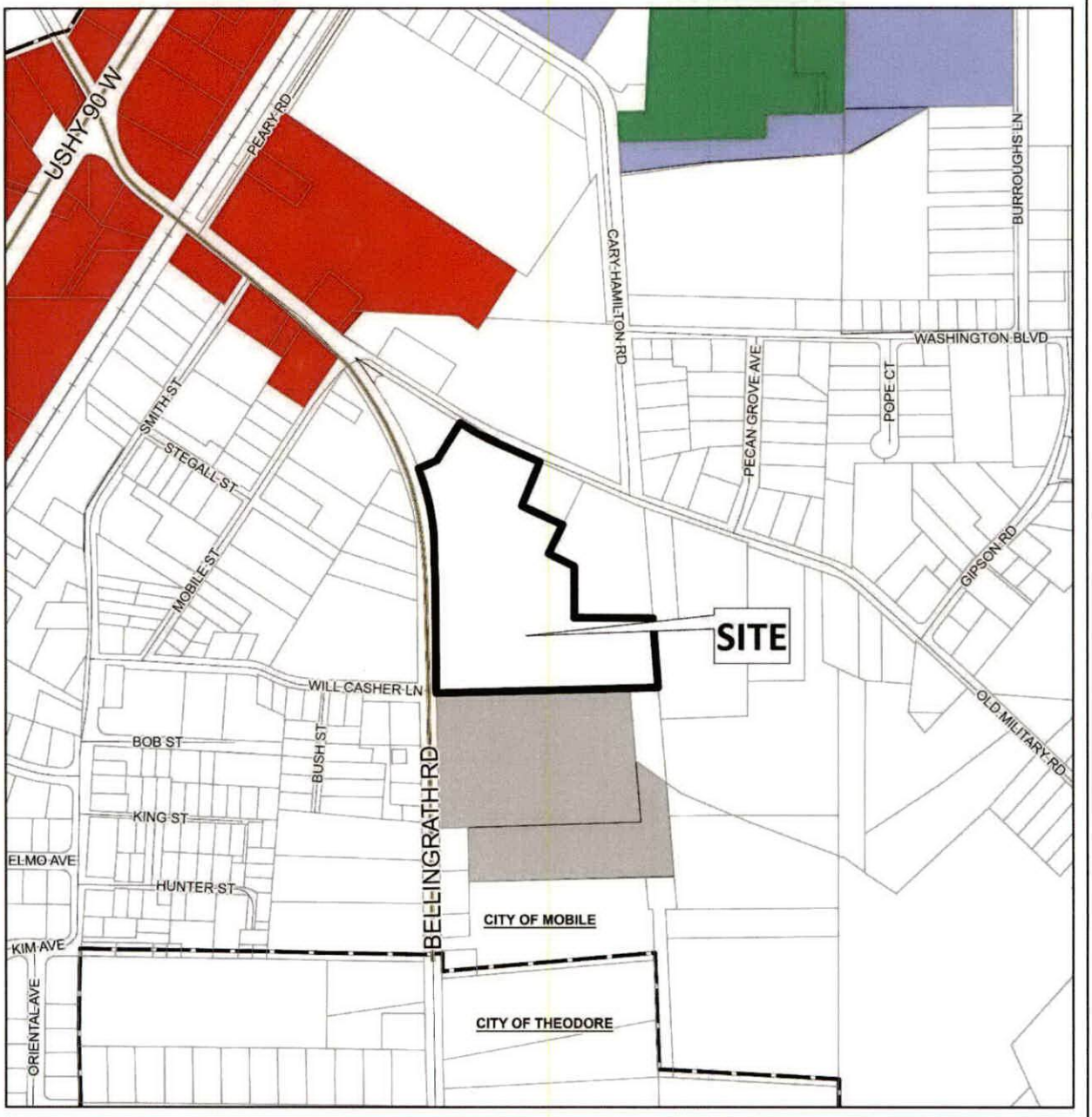
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE November 20, 2025

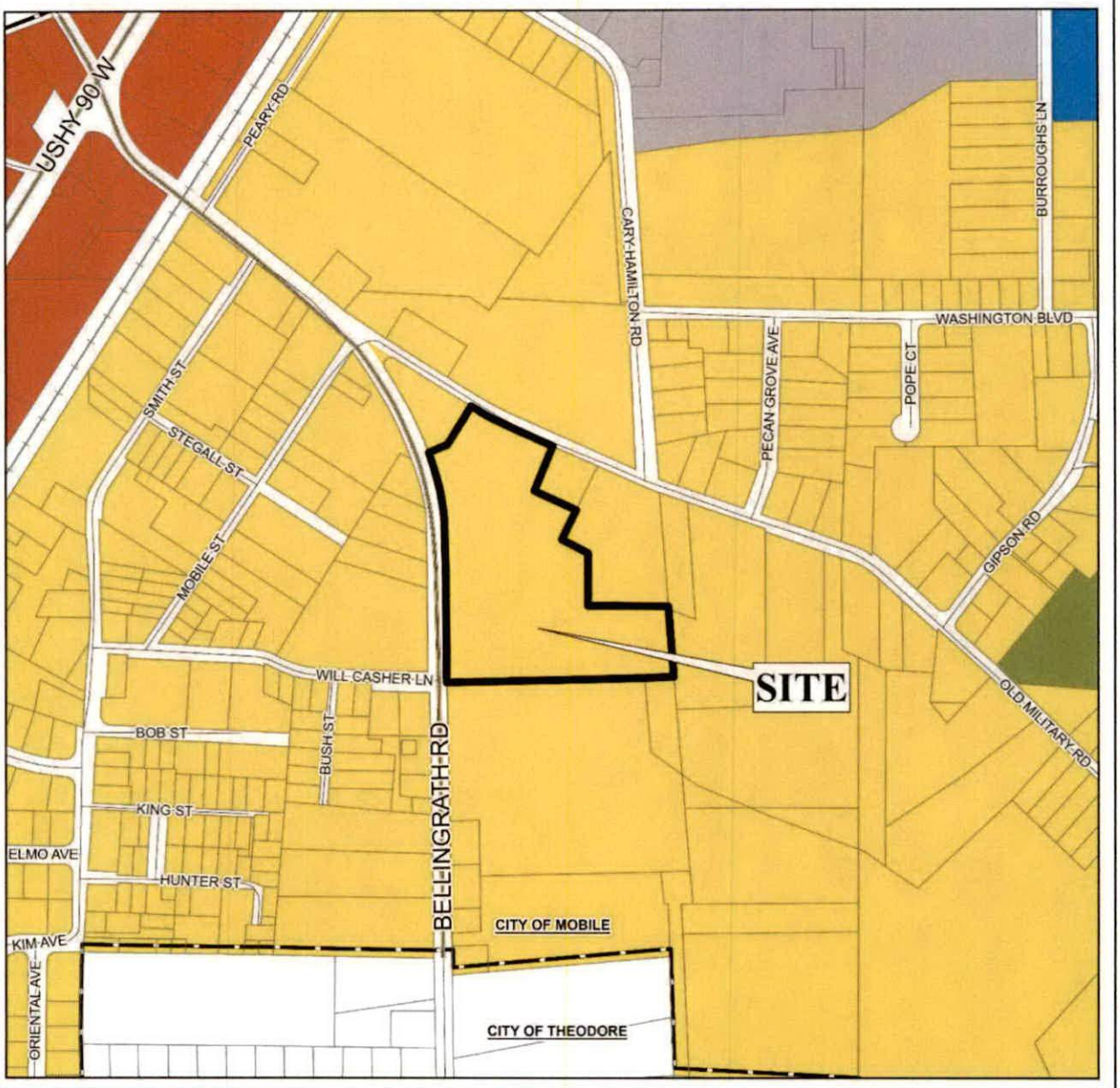
APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

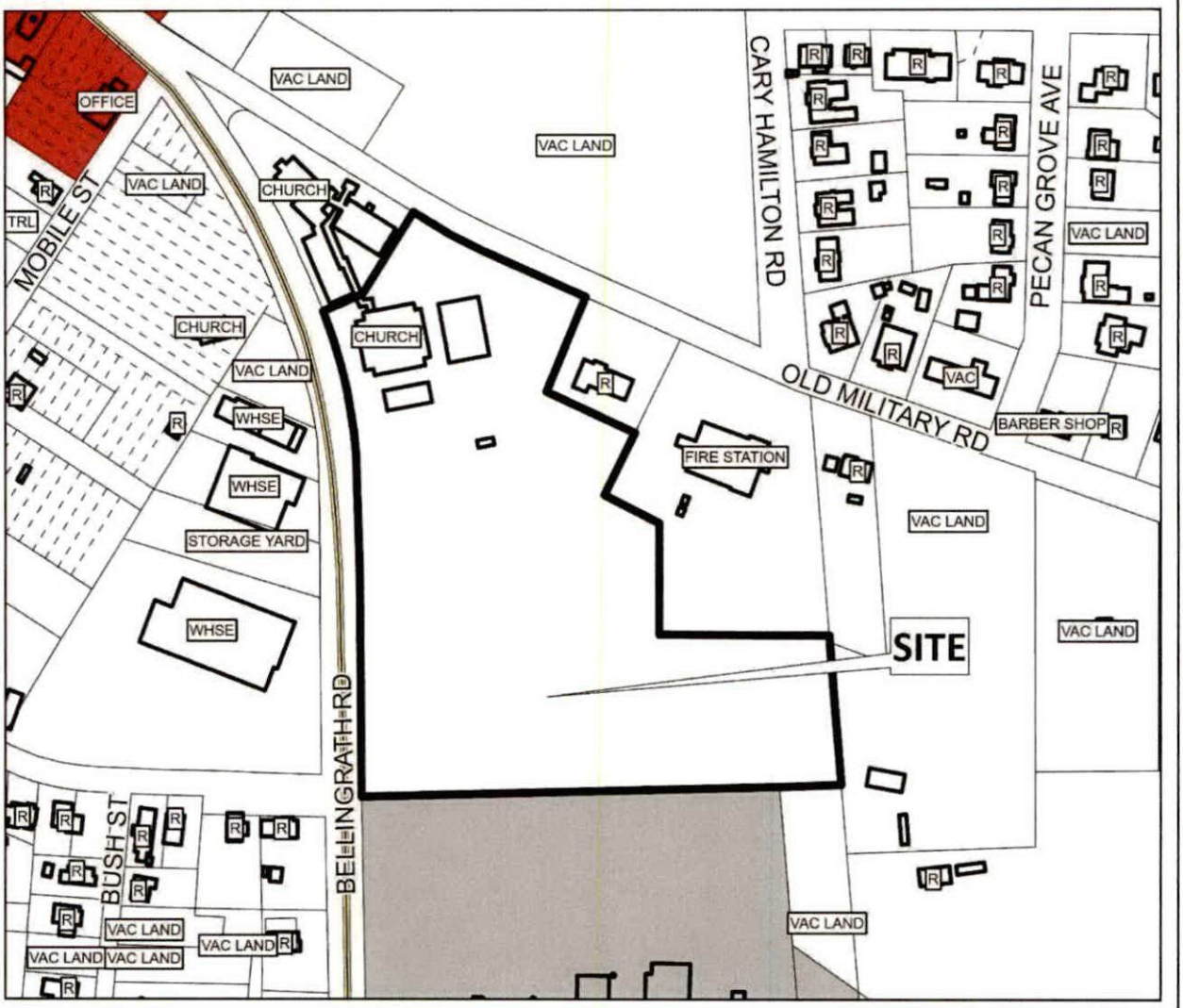
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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	

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

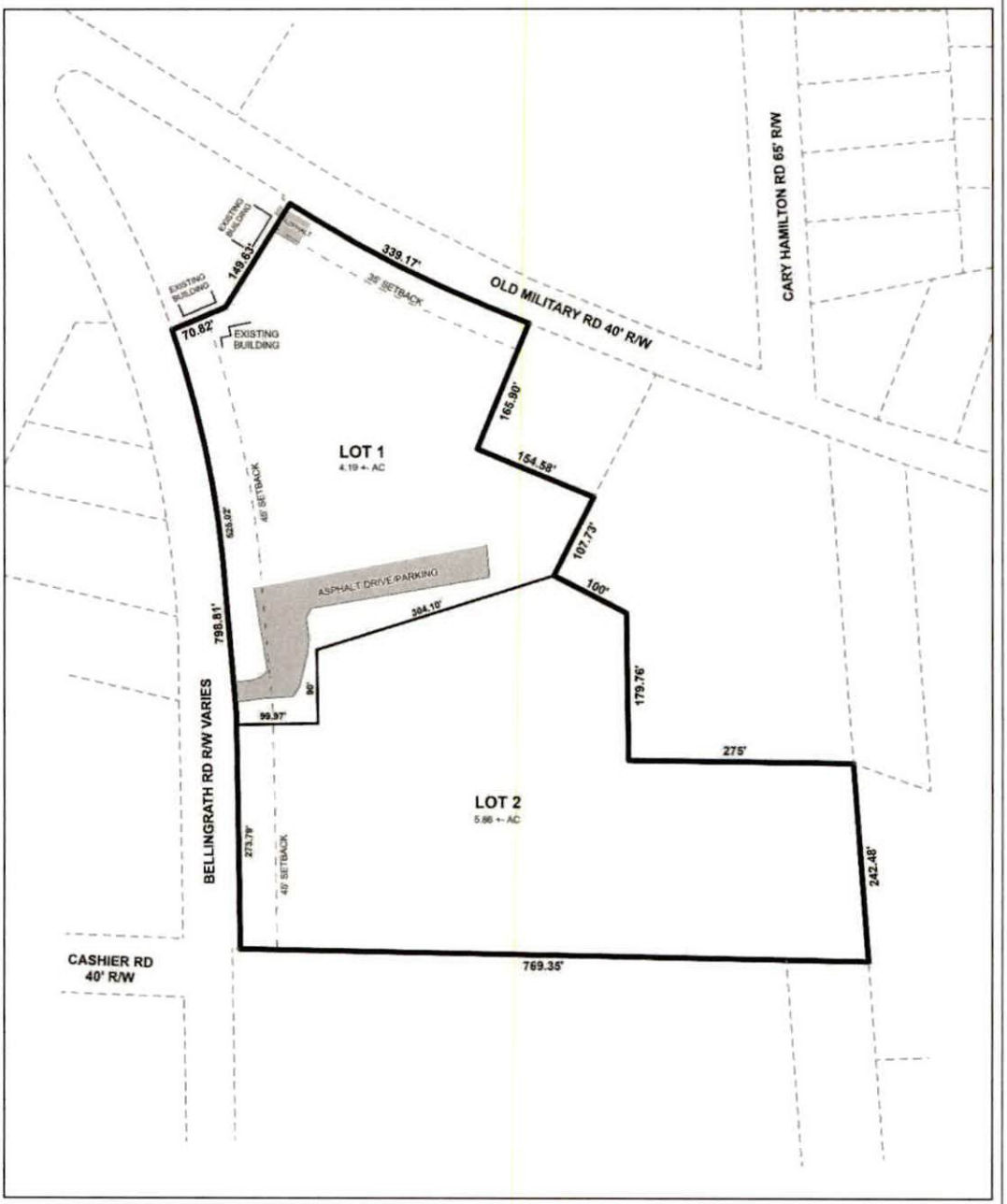
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



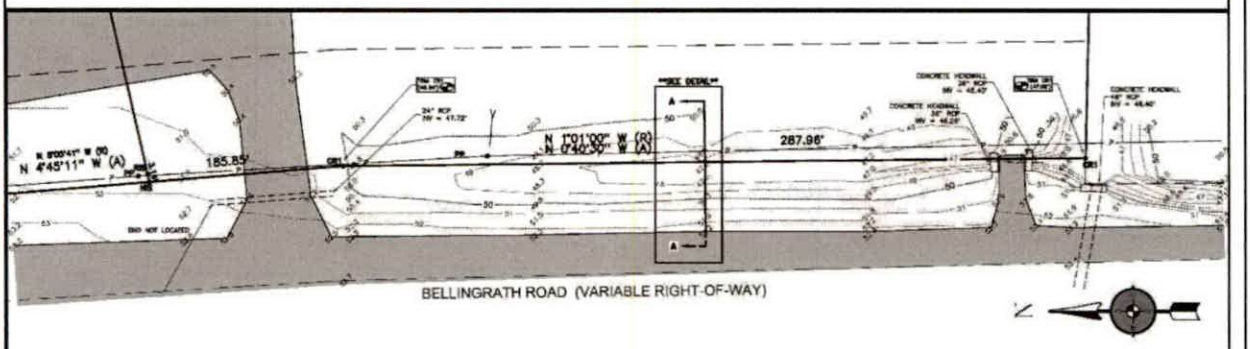
The site plan illustrates existing asphalt and setbacks.

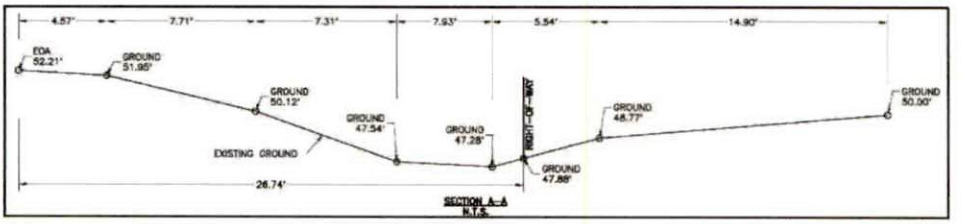
APPLICATION NUMBER	14	DATE	November 20, 2025
APPLICANT	Addition to First Baptist Church of Theodore Subdivision		
REQUEST	Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4		

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DETAIL SITE PLAN





APPLICATION NUMBER 14 DATE November 20, 2025

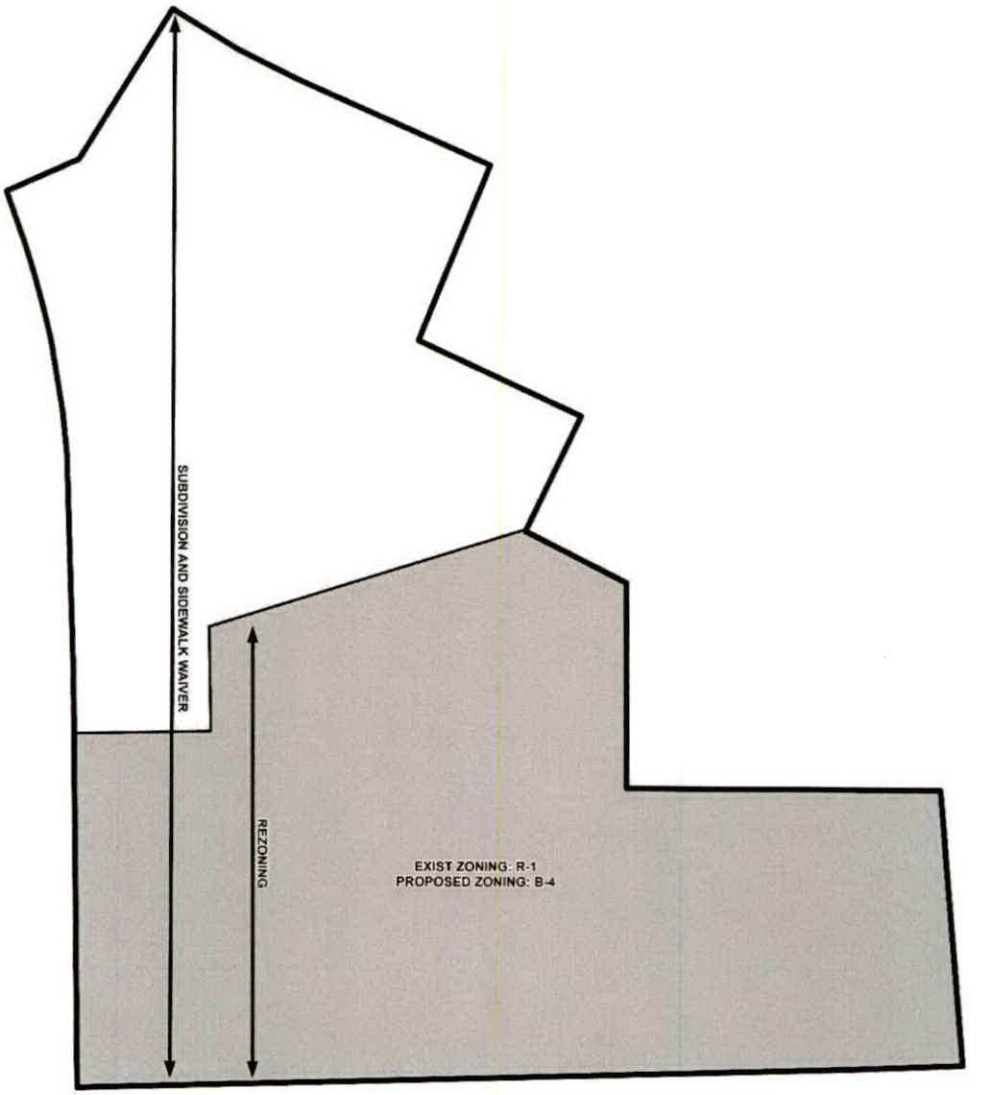
APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S		○								○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■			■	■	■					■														○
DOWNTOWN (DT)						■					■													■	■	■	■	■	○	○
DISTRICT CENTER (DC)								■			U	○	○																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U	■	■	○	■	○	○	○									■	■	■								
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				S			S	■	S	S	○									■	■									○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																			○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■															
LIGHT INDUSTRIAL (LI)													■	■	■	■			■										○	○
HEAVY INDUSTRY (HI)																■	■	■	■										○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○											
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○												

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

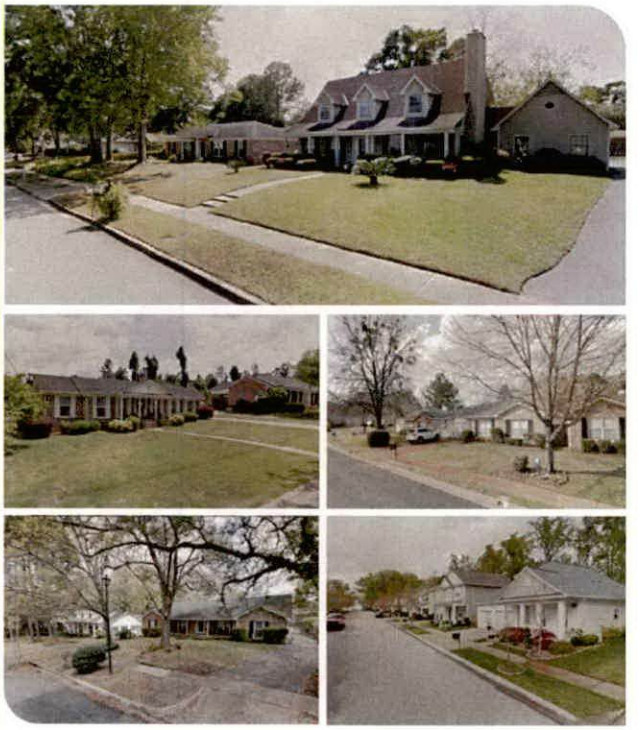
Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

Character Example



41-1531 **2025**

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 Modification
of Previously Approved Planned Unit Development
for Property Located at 3456 Halls Mill Road
and 2390 West I-65 Service Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service Road South.

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 Planned Unit Development was approved on April 3, 2008, to allow multiple buildings on a single building site located at 3456 Halls Mill Road, and 2390 West I-65 Service Road South and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1

AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on October 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;

15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. 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 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 13th day of January, 2026, 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 17th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 3, 2008.** The owner of said property has applied for a Major Modification of a previously approved (PUD) allowing multiple buildings on a single building site, **to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.** If approved, the modification will **modify lot lines in coordination with the proposed subdivision, and remove an undeveloped portion of the site from the previously approved Planned Unit Development,** subject to the following proposed conditions: 1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information; 2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages; 3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet; 4. Revision of the Final PUD Site Plan to depict all other existing site features; 5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations; 6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops; 7.Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized; 8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements; 9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval; 10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court; 11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters; 12. Compliance with all Traffic Engineering comments noted in the staff report; 13. Compliance with all Urban Forestry comments noted in the staff report; 14. Compliance with all Fire Department comments noted in the staff report; 15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 16. Full compliance with all municipal codes and ordinances.

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 Planned Unit Development was approved on **April 3, 2008,** to **allow multiple buildings on a single building site** located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South** and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID

LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on **October 17, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;

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

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

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
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8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. 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

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
Radcliff-Ice Plant Subdivision
3456 Halls Mill Road, and 2390 West I-65 Service Road South
Council District 4
Ben Reynolds

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

November 26, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Ben M. Radcliff Contractor, Inc. & PM Properties, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development, for the property located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: *1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;*
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

James F. Watkins
DIRECT: 251.432-0023
EMAIL: jwatkins@maynardnexsen.com

MAYNARDNEXSEN

November 26, 2025

HAND DELIVERY

Mr. Logan Anderson
City of Mobile Planning & Zoning
Government Plaza, Third Floor, South Tower
205 Government Street
Mobile, AL 36644

Re: Radcliff PUD Modification

Dear Logan:

Logan, enclosed please find a check for $1,307.50 as payment of publication fees for the notice of public hearing for the Radcliff PUD Modification.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosure

PLANNING AND ZONING
26 NOV 2025 AM 9:02

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
ATTN: Ben M. Radcliff, Jr.
3456 Halls Mill Road
Mobile, Alabama 36693

Re: 3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South
MOD-003516-2025
Radcliff-Ice Plant Subdivision
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
District 4
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.

h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$1,307.58.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Re: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/17/2025 10:49 AM
To James F. Watkins <jwatkins@maynardnexsen.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Mr. Watkins, my apologies but I also failed to mention the following:

1. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the PUD site, including a "less and except" portion for the property being removed from the PUD, 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.

As of right now, I see we only received the Lot 3 plat reference.

Additionally, it's Tori Aamoth who I meant to copy for the DWG file(s). She's copied to this email.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Friday, October 17, 2025 10:44 AM
To: James F. Watkins <jwatkins@maynardnexsen.com>
Subject: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

Good morning,

We have completed our review of the above-referenced **Major Modification application**. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **Owner Authorization:** A corporate letter of authorization was submitted by Ben M. Radcliff Contractor, Inc. and is acceptable; however, we did not receive authorization from PM Propeties, LLC, whose property is included with the request. As such, please provide one of the following:
   - An authorization letter from PM Properties, LLC, explicitly authorizing Ben M. Radliff Contractor, Inc., (or other agent) to act on their behalf; or
   - Documentation confirming that Ben M. Radcliff Contractor, Inc., is an officer or authorized agent of PM Properties, LLC.

2. **Notification Labels:** It appears the mailing labels are missing for the following property owners whose properties are within 300 feet of the boundary of the subject site:
   a. I-65 OFFICE II LLC UNDIV 26% INT, JAY-E LLC UNDIV 24% INT, AIRP UNDIV 12% INT, P.O. Box 7598 Mobile, AL 36670
   b. JBC Real Property, LLC, 1147 E I-65 Service Rd S, Mobile, AL 36606
   c. Mobile Count, 205 Government St, Mobile, AL 36644

3. **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 has been copied on this message.

Additionally, the following items have not yet been addressed for the concurrent **Subdivision application (SUB-003444-2025)**:

Owner Authorization: Signed subdivision application forms were submitted; however, the name of the individuals who signed the applications and their affiliation with Ben M. Radcliff Contractor, Inc. and PM Properties, LLC, cannot be determined. Please provide one of the following to satisfy this requirement:

- Authorization letters issued by Ben M. Radcliff Contractor, Inc. and PM Properties, LLC that explicitly identify the signatories and authorizes them to act on the corporations' behalf; **or**
- Documentation verifying the name of the signatories and confirming that they are officers or authorized agents of Ben M. Radcliff Contractor, Inc. and PM Properties, LLC.

Notification Labels:

- Notification labels are missing for the following property owners:
  - RM Investment Holdings, LLC, at 3496 Halls Mill Rd.
  - Lamar Advertising of South Alabama, Inc.

- 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 for the application fees will be issued. **Please note that the applications will not be considered complete until all required documentation has been received and the fees have been paid in full.**

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the applications will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the applications will be **held over** until it is complete.

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
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILD MOBILE

MAJOR MODIFICATION TO PREVIOUSLY APPROVED PUD
3456 HALLS MILL ROAD

STATE OF ALABAMA
COUNTY OF MOBILE

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET;

THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	251-666-7252	251-432-0024
Email:	melissa@benradcliff.com	jwatkins@maynardnexsen.com
Address:	3456 Halls Mill Rd., Mobile AL 36693	11 North Water Street, Suite 24290, Mobile Al 36602

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	251-666-7252	251-342-2640
Email:	melissa@benradcliff.com	mark@wattiersurveying.com
Address:	3456 Halls Mill Road, Mobile, AL 36693	4318 Downtowner Loop N., Mobile, Al 36609

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3456 Halls Mill Road, Mobile, Alabama 36693 — Property Address

9.5 acres +/- — Property Area (acres or square feet)

3202060002005 — Parcel Number(s) or Key Number(s)

I-1 — Present Zoning or Transect District

I-1 — 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.

Ben M. Radcliff Contractor Inc.
By: [signature]
Owner Signature President — Date 10/11/2025

[signature]
Applicant or Agent Signature (if applicable) — Date 10/11/2025

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.

Ben M. Radcliff Contractor, Inc.
By: [signature]
Applicant or Agent Signature
As its President — Date 10/11/2025

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.
   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.
   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The surrounding areas are developed as light industrial uses or are vacant land.
   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

- ☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

- ☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

- ☐ Other conditions that are unique to the use of the property:

7. 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.

No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

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a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama 36693

Owner: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama Zip Code: 36693

Phone: 251-666-7252 Fax: _____ Email: melissa@benradcliff.com

Authorized Agent: James F. Watkins

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: 251-432-0023 Fax: _____ Email: jwatins@maynardnexsen.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Mark Wattier

Address: 4318 Downtowner Loop N, Mobile, AL Zip Code: 36609

Phone: 251-342-2640 Fax: _____ Email: mark@wattiersurveying.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: _____ Print: James F. Watkins

Date: October 16, 2025 Affiliation to project/Organization: Agent

Zoning Description and Justification

Ben M. Radcliff Contractor, Inc. is the owner of Lot 3, Ben Radcliff subdivision. The subject lot is a large, flag-shaped parcel which was re-zoned to I-1 and made subject to a Planned Unit Development in 2008 due to there being multiple buildings on a single lot of record. An adjacent land owner has asked to purchase the "flag" portion of Lot 3 to incorporate into its property in order to allow the purchaser to expand its existing operations. Ben M. Radcliff Contractor, Inc. is submitting a subdivision plat to accomplish the revision of the lots lines to allow the sale of the portion of Lot 3 being carved out. Due to the fact that Lot 3 is a Planned Unit Development, a modification of that PUD is required.

The remaining portion of Lot 3, which will be Lot A on the new plat, will contain the same buildings as currently exist. No change on the existing site plan for Lot 3, other that the carve out of the "flag" for sale to the neighbor, is contemplated. No change to the landscaping, parking, circulation, setbacks or access will occur as a result of this request.

RADCLIFF

Ben M. Radcliff Contractor, Inc.

October 15, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
3456 Halls Mill Road, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or James F. Watkins of Maynard Nexsen, PC, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Modification of the Existing PUD for the above referenced property. Additionally, please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or Mark Wattier, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Subdivision including the above referenced property.

Sincerely,

Ben M. Radcliff, Jr.
President
Ben M. Radcliff Contractor, Inc.

3456 Halls Mill Road • Mobile, Alabama 36693 • P.O. Box 8368 • Mobile, Alabama 36689-0368
Phone: 251/666-7252 • Fax: 251/666-7364

PM PROPERTIES LLC

101 65th Ave.
Meridian, MS 79307

Urban Development Dept.
Planning Sectin
P.O. Box 1827
Mobile, AL 36633

Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

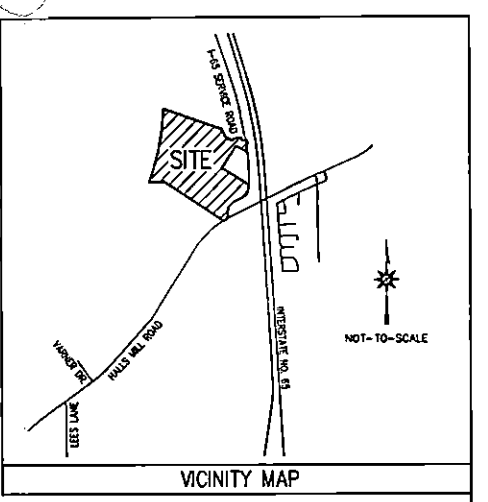
Dear Sir or Madam:

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for Subdivision including the above-referenced property.

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for a Modification of the Existing PUD for the above-referenced property.

Sincerely,

Dylan Maples
Managing Partner
PM Properties, LLC



VICINITY MAP

NG SETBACK
LEVATION
ER MANHOLE
ER LINE
FENCE
NCE
VCE

LENGTH
1.55'
0.49'
4.60'
0.87'
1.74'
3.26'

N
W E
S
0' 100' 200' 300'
1" = 100'

MONTLIMAR CREEK DRAINAGE CANAL
200' R/W

15' SANITARY SEWER EASEMENT RPBK 2360, PG 140

BED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE
1097C0563 L, DATED 06/05/2020, AND IS SHOWN TO BE IN
ADED'.

T REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN
LE ON THE SURFACE OR PROVIDED BY THE CLIENT.

REON ARE REFERENCED TO THE U.S. SURVEY FOOT.

EON ARE STATE PLANE COORDINATE GRID BEARINGS.
FROM GRID NORTH TO GEODETIC NORTH IS -00° 18' 57" AT
3,537,646.

N87°09'55"E
179.17'

PROVEMENTS NEAR THE PROPERTY LINES MAY BE SHOWN AT
LE FOR CLARITY.

15' SANITARY SEWER EASEMENT MB 119, PG 60

FENCE IS ON-LINE

THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD

A PORTION OF LOT 3 BEN RADCLIFF SUBDIVISION MB 119, PG 60

FENCE IS ON-LINE

10' SANITARY SEWER EASEMENT RPBK 2360, PG 140

CLF RUNNING N IS 0.5' W OF LINE
CLF RUNNING W IS ON-LINE

CLF IS 0.5' N & 0.6' E OF CORNER

N89°18'26"W 523.40' (A)

LOT 2
RESUBDIVISION OF LOT 1
GOLDEN GLOW FARMS
FIRST ADDITION
MB 114, PG 8

LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE
ROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID
LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET;
TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF
" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY
RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF
E OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY
E RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST
AD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE
OT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID
UN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID
THWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49",
NG OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH
NER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST
ET; THENCE RUN SOUTH 25°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64
ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST
ET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET;
G SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG
HE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH
LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH
LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH
ONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH
LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN
ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS
H 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71
ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST
EET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN
A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL

OCTOBER 17, 2025

SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE:
J.O. NO. 25-0211 COMP. FILE 3080 DWG. NO. 25-2W-01-SUBD DATE OF LAST FIELD WORK 08/11/2025 CLIENT BE

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

Lamar Advertising of South Alabama, Inc.
P.O. Box 66338
Baton Rouge, LA 70896

Ben M. Radcliff Contractor, Inc.
P.O. Box 8368
Mobile, AL 36689

Heron Lakes Country Club
3581 Government Blvd.
Mobile, AL 36693

Wayne and Pamela Maurin
1075 Grand Heron Court East
Mobile, AL 36693

RM Investment Holdings, LLC
P.O. Box 91355
Mobile, AL 36691

Russell J. Hill
RJH Investments, LLC
P.O. Box 8734
Mobile, AL 36689

Donald P. Kelly, Jr.
Elaine Kelly Henderson
John Paul Miller
Patrick Miller
370 S. Sage Avenue
Mobile, AL 36606

Sienna of Alabama, LLC
3075 Selma Highway
Montgomery, AL 36108

PM Properties, LLC
101 65th Avenue
Meridian, MS 39307

Williams Teresa Hathcock, Trustee at
The THW Living Trust
10850 Celeste Road
Saraland, AL 36571

Creax Properties, LLC
510 Marengo Lake Road
Linden, AL 36748

Order of Inca, Inc.
P.O. Box 6723
Mobile, AL 36660

Ramona D. Moorehead
Amanda Leigh Jones
3657 Bebee Point
Theodore, AL 36582

639 N. Dupre, LLC
639 N. Dupre Street
New Orleans, LA 70119

I-65 Office II LLC UNDIV 26% INT
JAY-E LLC UNDIV 24% INT
AIRP UNDIV 12% INT
P.O. Box 7598
Mobile, AL 36670

Mobile County
205 Government St
Mobile, AL 36644

JBC Real Property, LLC
1147 E I-65 Service Rd S
Mobile, AL 36606

James Watkins
Maynard Nexsen PC
11 North Water Street
RSA Battle House Tower
Suite 24290
Mobile, AL 36602

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11 North Water Street
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Suite 24290
Mobile, AL 36602

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:		
Address:		

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	[redacted]	
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3456 Halls Mill Road, Mobile, Alabama 36693
Property Address

9.5 acres +/-
Property Area (acres or square feet)

3202060002005
Parcel Number(s) or Key Number(s)

I-1
Present Zoning or Transect District

I-1
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.

Ben M. Radcliff Contractor Inc.
By: [signature] President
Owner Signature

10/11/2025
Date

[signature]
Applicant or Agent Signature (if applicable)

10/11/2025
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.

Ben M. Radcliff Contractor, Inc.
By: [signature]
As its President
Applicant or Agent Signature

10/11/2025
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.
   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.
   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The surrounding areas are developed as light industrial uses or are vacant land.
   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

☐ Other conditions that are unique to the use of the property:

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No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

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c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

Planning Commission
November 20, 2025

Agenda Item # 11

SUB-003444-2025 & MOD-003516-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South

Applicant / Agent:
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Property Owner(s):
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Current Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- N/A

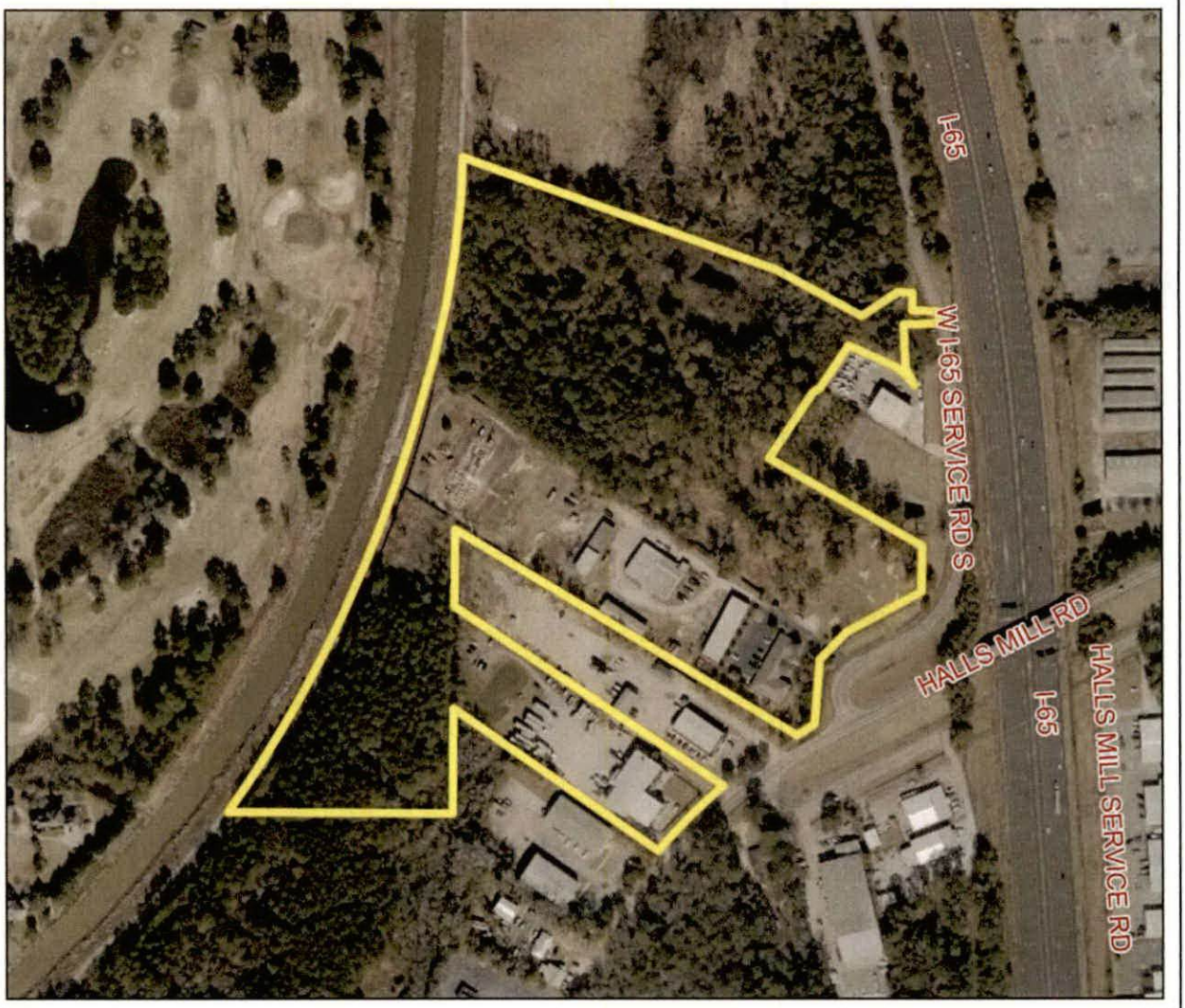
Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:
1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

A portion of the site was originally part of Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, recorded in the Mobile County Probate Court in February 1936. The remainder of the site was included in the 44-lot *Golden Glow Farm Subdivision*, recorded in May 1942.

In January 1981, portions of these subdivisions were combined to create the single-lot *Irving Estelle Subdivision*.

On March 12, 1996, the City Council approved the rezoning of Lots 7–9 of *Golden Glow Farm Subdivision* from R-1, Single-Family Residential District, to I-1, Light Industry District.

An Administrative Planned Unit Development (PUD) was approved in July 2003 for the site composing portions of Lots 10, 11, and 12 of Golden Glow Farm Subdivision to allow expansion of an existing development with multiple buildings on a single building site.

At its April 3, 2008, meeting the Planning Commission approved the *Ben Radcliff Subdivision*, combining Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, Lots 10–16 of *Golden Glow Farm Subdivision*, and the single lot of the *Irving Estelle Subdivision* into three (3) lots. Concurrent requests to rezone Lots 2 and 3 from R-1 to I-1 and to amend the previously approved Administrative PUD for additional expansion of the development were also approved. The City Council adopted the rezoning on May 13, 2008, and the plat was recorded in July 2008. The site was later developed with a new office addition in accordance with the approved PUD.

In November 2008, the Planning Commission approved a Sidewalk Waiver for the *Ben Radcliff Subdivision* PUD, waiving sidewalk construction along West I-65 Service Road South and Halls Mill Road.

In April 2015, the Planning Commission approved a resubdivision of Lots 7–9 of *Golden Glow Farm Subdivision* into two (2) lots; however, the plat was never recorded, and the approval lapsed. Later that year, the Commission approved the *Middleton Subdivision*, combining Lots 7 and 8 into a single lot, recorded in February 2016.

At its July 10, 2023, meeting the Board of Zoning Adjustment denied a variance request to allow a screened six (6)-foot-tall chain-link fence to encroach within the required 25-foot front yard setback of the Middleton Subdivision lot.

The current Subdivision and Major Modification requests involve the single-lot *Middleton Subdivision* and the three (3) lots of the *Ben Radcliff Subdivision*.

There are no other 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. Provide a written description for the proposed subdivision boundary.

C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 14,000 SF AND LOT 2 – NONE.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Show the boundary of the proposed site for the PUD. The drawing does not include the proposed LOT B of the subdivision.
2. Remove the note "THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD" shown on the drawing since there is no LOT 3 shown or listed in the proposed subdivision.
3. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
   a. 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).
   b. 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.
   c. 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.
   d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
   e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
   f. 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.
   g. 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 request is to subdivide Lot 3 of the Ben Radcliff Subdivision and combine the resulting parcel with Lot A of the Middleton Subdivision to create two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lots A and B will front Halls Mill Road, a Minor Arterial Street requiring a 70-foot-wide right-of-way at this location. Proposed Lot A also fronts a portion of West I-65 Service Road South, an Alabama Department of Transportation (ALDOT)-maintained street that serves Interstate 65 and requires a 300-foot-wide right-of-way.

The plat currently depicts a 60-foot-wide right-of-way along Halls Mill Road and a variable right-of-way along West I-65 Service Road South. A previous 35-foot dedication from the centerline of Halls Mill Road was required for the Middleton Subdivision; therefore, the plat should be revised to depict adequate right-of-way along both proposed lots, unless the Planning Commission waives Section 6.C.9. of the Subdivision Regulations.

Although the preliminary plat shows a variable right-of-way along West I-65 Service Road South, aerial imagery and mapping data indicate that sufficient right-of-way already exists at this location. Accordingly, the Final Plat should depict the greater of either the existing right-of-way or the required 300-foot standard along West I-65 Service Road South.

Both lots abut the Montlimar Creek Drainage Canal to the west, which is shown with a 200-foot-wide right-of-way consistent with previous subdivisions of the site. This information should be retained on the Final Plat, if approved.

There is no minimum lot size requirement for properties served by public water and sanitary sewer within an I-1, Light Industry District. However, Section 5.A.2(e)(4) of the Subdivision Regulations requires each lot's area to be labeled in both square feet and acres. This information is shown on the preliminary plat and should be retained on the Final Plat, adjusted as necessary for any required dedication. Alternatively, a table with the same information may be provided on the Final Plat.

A 25-foot front yard setback line is illustrated along both street frontages, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-21.E. of the Unified Development Code (UDC) for lots in the I-1 zoning district. This information should also be retained on the Final Plat, adjusted for any required dedication.

Both lots exceed the maximum depth-to-width ratio of 3.5:1 at the front yard setback line, which is discouraged by Section 6.C.3. of the Subdivision Regulations. However, considering prior subdivision approvals for the site and similar lot configurations within the surrounding area, a waiver of Section 6.C.3. may be appropriate.

A 10-foot-wide drainage easement is shown along the rear portion of each lot, adjacent to the Montlimar Creek Drainage Canal. Therefore, a note should be required on the Final Plat stating that no structures may be constructed within any easement without the written consent of the easement holder.

Approval of this subdivision would result in a portion of proposed Lot B being located within the existing Ben Radcliff Subdivision Planned Unit Development (PUD). Because the most recently approved PUD (2008) did not identify future development plans for this portion and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD site. Therefore, approval of the subdivision should be contingent upon approval of the associated Major Modification to the PUD to avoid creating a lot that straddles PUD boundaries. Alternatively, the applicant may elect to include the entirety of proposed Lot B within the existing PUD.

Planned Unit Development Modification

The site plan depicts the proposed modification to the property lines of Lot 3 of the Ben Radcliff Subdivision and Lot A of the Middleton Subdivision, consistent with the concurrent subdivision request. A note on the plan states that a "...portion of Lot 3 is hereby removed from the PUD." The plan also illustrates existing site improvements on the remainder of Lot 3, including several buildings utilized by the current contractor business.

As previously mentioned, approval of the associated subdivision request would result in a portion of proposed Lot B being located within the existing Planned Unit Development (PUD) that currently encompasses Lots 1–3 of the

Ben Radcliff Subdivision. Because the most recently approved PUD (2008) did not identify future development plans for this portion of the site and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD. A detailed description of the request and associated application materials is available via the link provided on Page 1 of this report. It should be noted that no other modifications to the existing PUD are proposed at this time beyond the removal of a portion of Lot 3.

Lots 1 and 2 of the Ben Radcliff Subdivision and PUD are also undeveloped, and no site improvements are proposed on either property as part of this request.

If both the subdivision and Major PUD Modification requests are approved, the PUD boundary would be revised to include Lots 1 and 2 of the Ben Radcliff Subdivision and Lot A of the proposed Radcliff–Ice Plant Subdivision.

If approved, the Final PUD Site Plan should be revised to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval. Alternatively, a table providing the same information may be included on the Final PUD Site Plan.

The required 25-foot front yard setback is illustrated along Halls Mill Road but not along West I-65 Service Road South. If approved, the 25-foot front yard setback should be depicted along all street frontages, adjusted as necessary for any required dedication resulting from the subdivision request.

Existing site improvements are illustrated on the plan and are located entirely within proposed Lot A. While no new improvements are proposed with this request, each existing building should be labeled with its square footage. Additionally, the Final PUD Site Plan should be revised to depict all other existing site features, including off-street parking areas, loading zones, driveways, and maneuvering areas.

Parking calculations for any required or existing parking should be provided in a table on the Final PUD Site Plan. All curbing and/or wheel stops should also be clearly illustrated.

Any existing dumpsters or dumpster enclosures should be shown on the Final PUD Site Plan. If curbside waste collection is provided instead, a note indicating this should be included on the plan.

It is unclear if the site was required to comply with previous tree planting and landscape area requirements; however, it appears a majority of the site was developed prior to the most recent Zoning Ordinance, and subsequent changes to the building footprint have been minimal enough not to trigger compliance with those requirements. If any tree plantings or landscape areas were required under prior approvals or permits, a note should be added to the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements.

Any future development or redevelopment of the site may require additional modification of the PUD, subject to approval by the Planning Commission and City Council. A note to that effect should be placed on the Final PUD Site Plan, if approved.

A revised Modified PUD Site Plan (hard copy and PDF) should be submitted to and approved by the Planning and Zoning Department prior to recording the plan in Probate Court, as required by Section 64-5-8.B.2(f) of the Unified Development Code (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.3. of the Subdivision Regulations will be required (for width-to-depth ratio), and the following conditions could apply:

1. Revision of the Final Plat to depict dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, in compliance with Section 6.C.9. of the Subdivision Regulations;
2. Revision of the Final Plat to depict the minimum existing right-of-way width or a dedicated 300-foot-wide right-of-way, whichever is greater, along West I-65 Service Road South;
3. Retention of the 200-foot-wide right-of-way for the Montlimar Creek Drainage Canal as illustrated on the preliminary plat;
4. Retention of the lot size labels in square feet and acres on the Final Plat, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
5. Retention of the 25-foot front yard setback along both street frontages on the Final Plat, adjusted for any required dedication;
6. Provision of a note on the Final Plat stating that no structures shall be constructed in any easement without consent of the easement holder;
7. Approval of the Major Planned Unit Development Modification;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
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:

a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
b. Includes adequate public facilities and utilities;

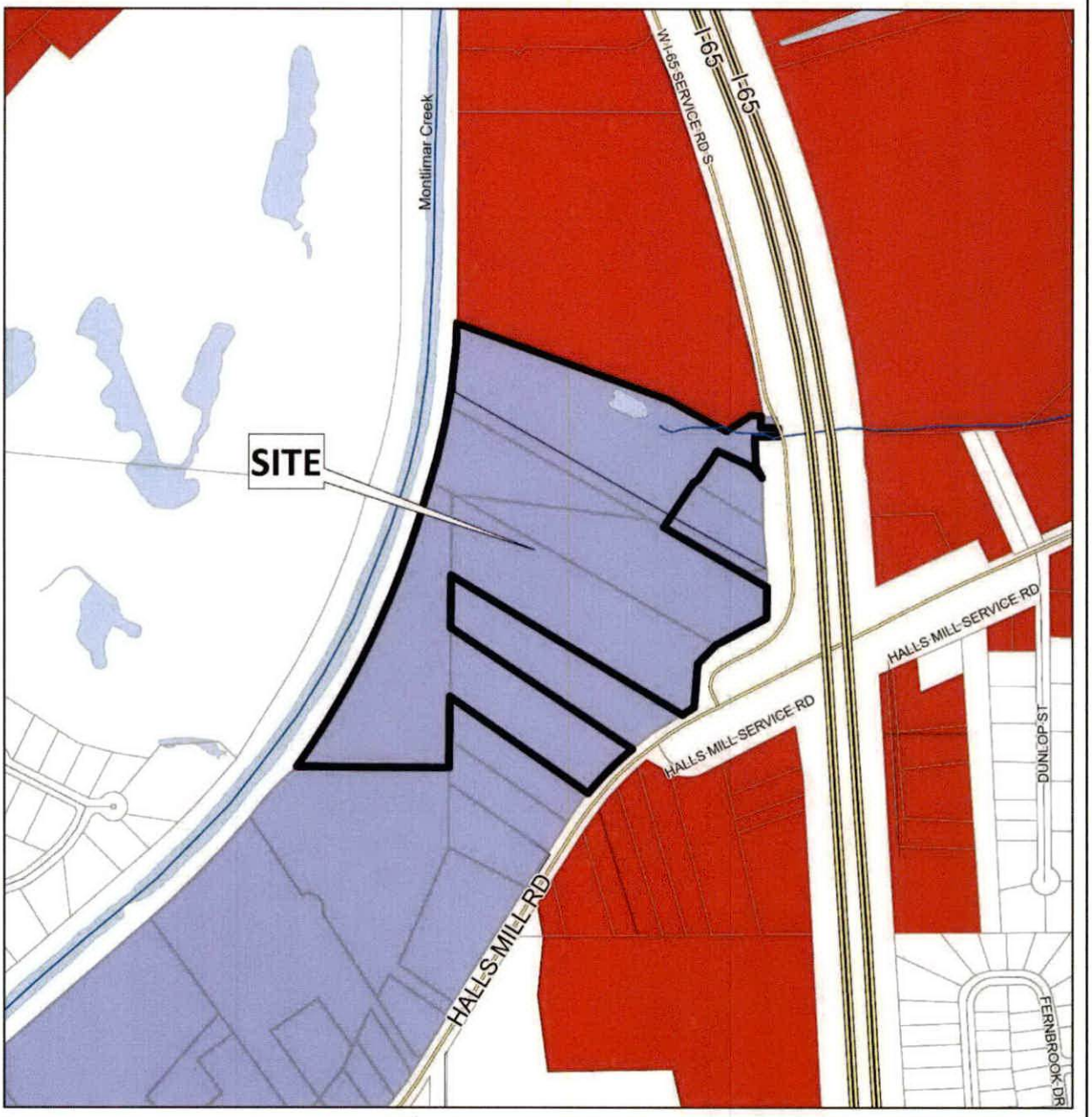
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development (PUD), the following conditions could apply:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in this staff report;
12. Compliance with all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE November 20, 2025

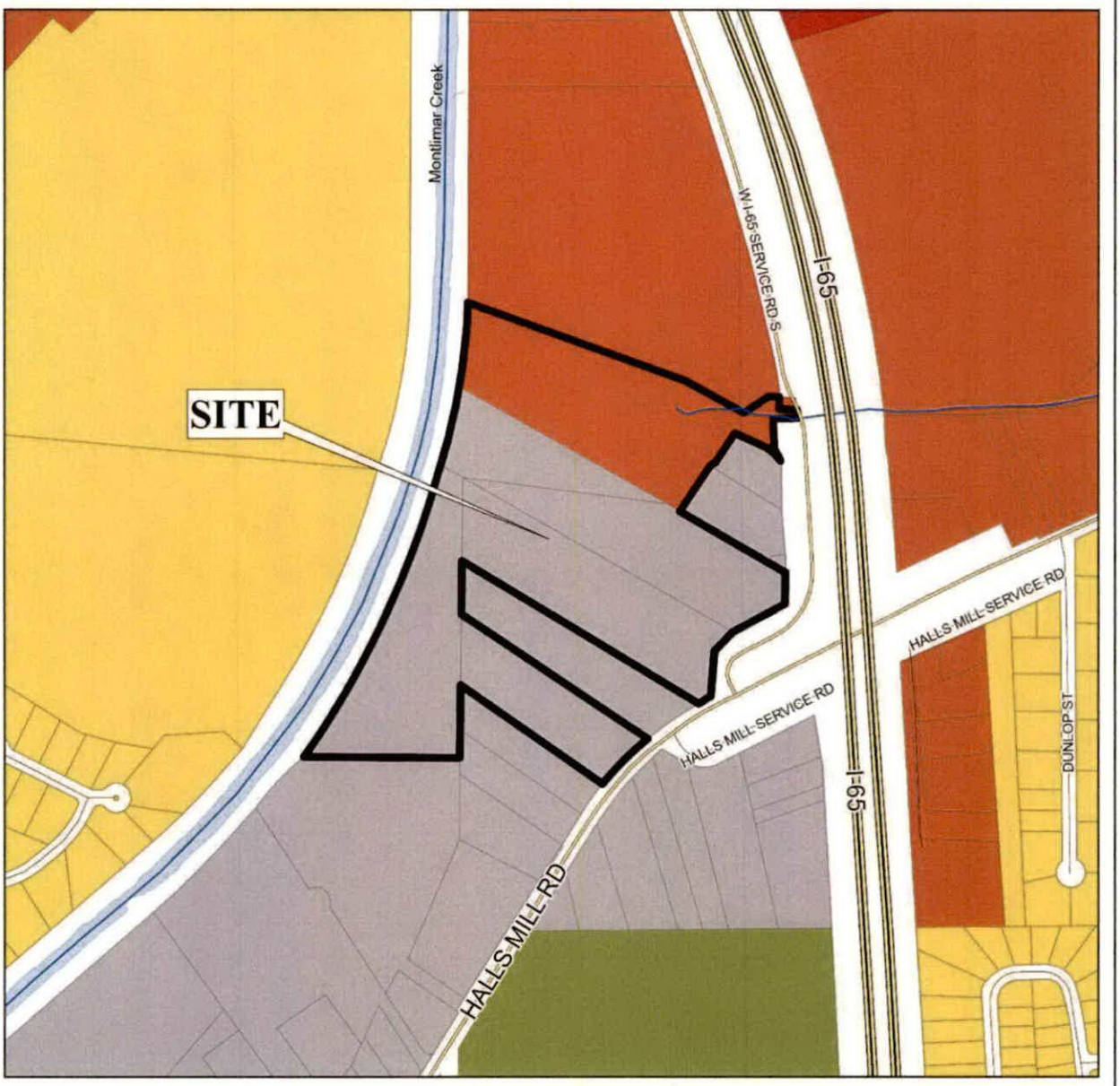
APPLICANT Radcliff-Ice Plant Subdivision

REQUEST Subdivision, PUD Modification

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

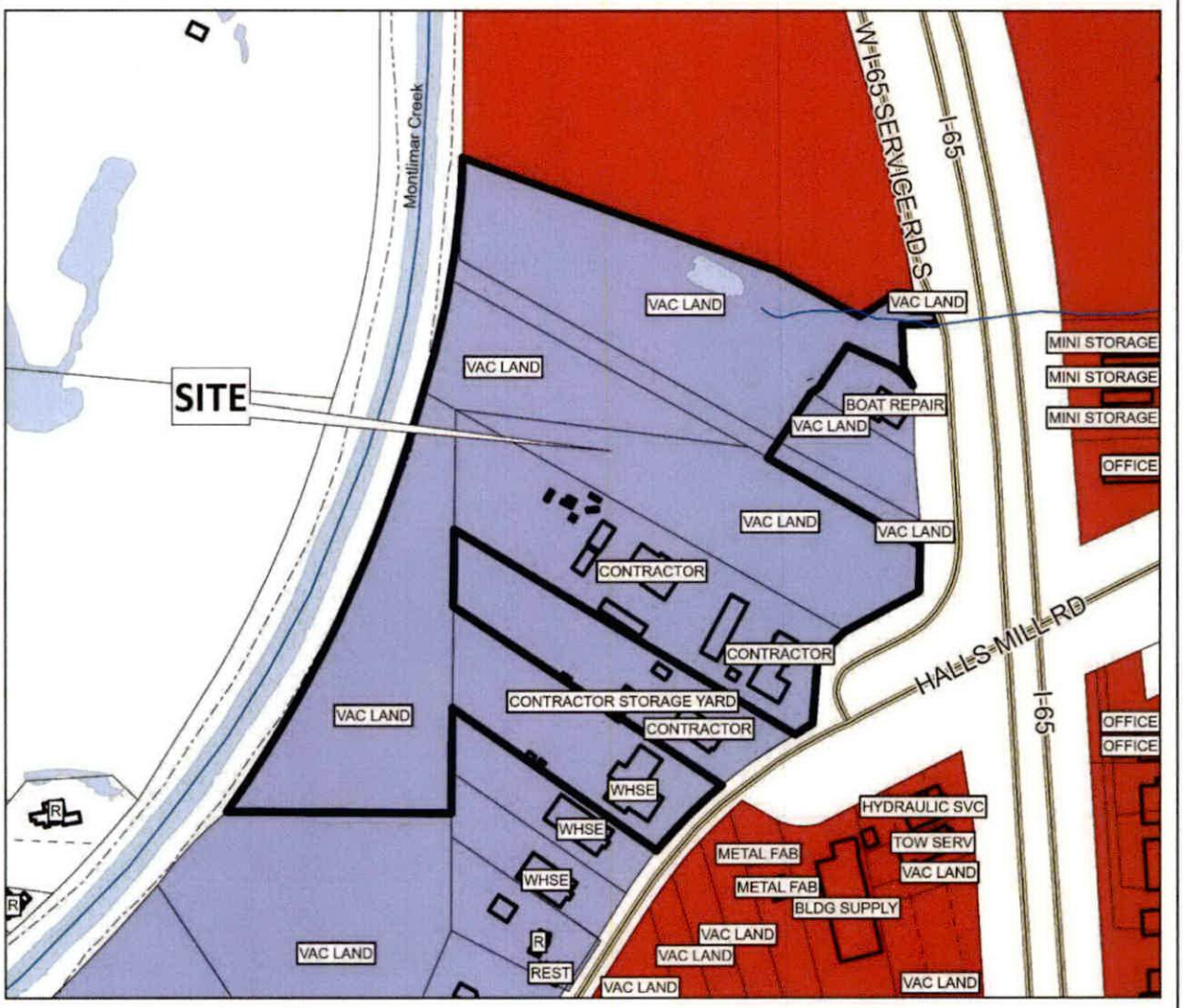
REQUEST Subdivision, PUD Modification

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	

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

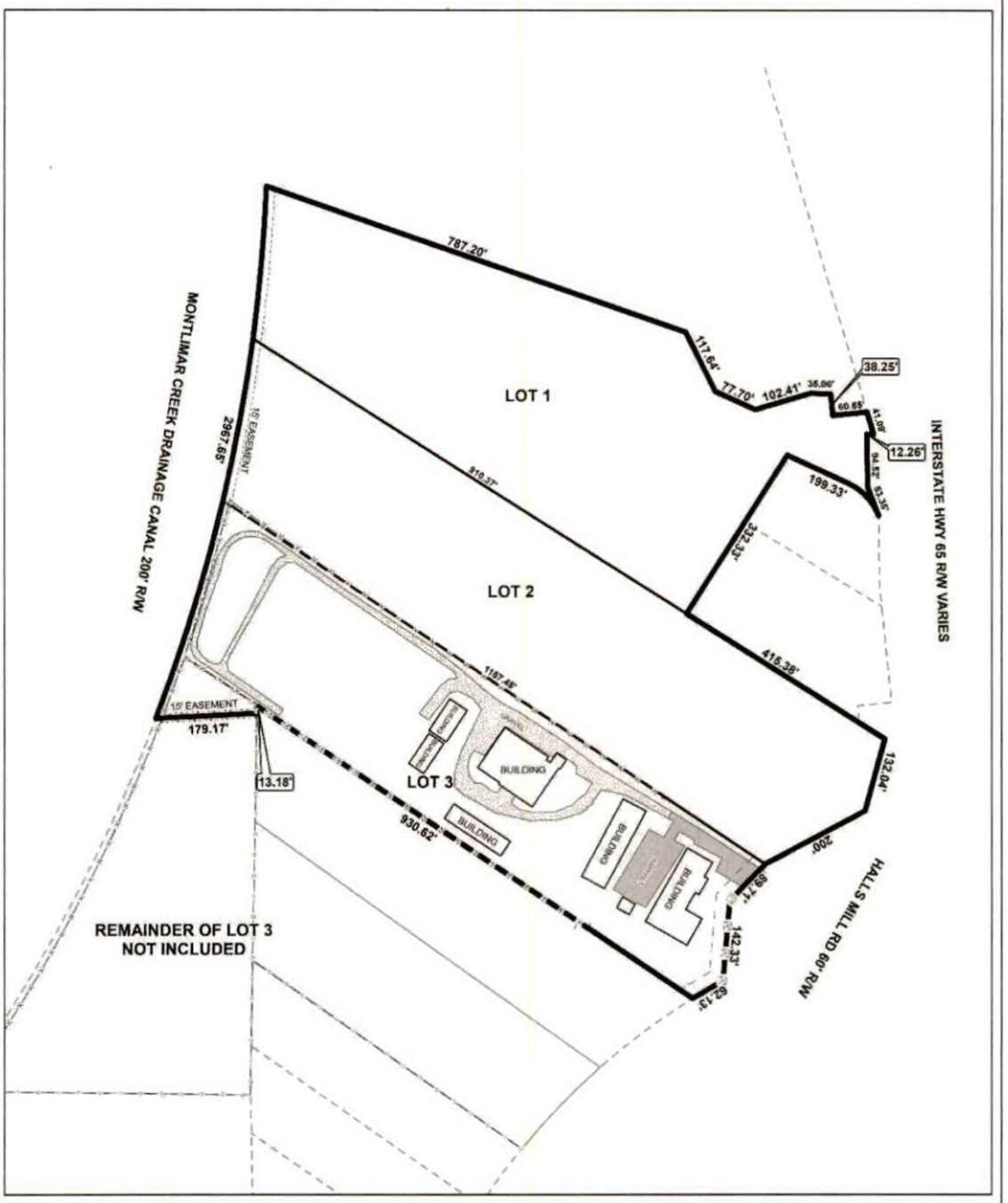
REQUEST Subdivision, PUD Modification

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	

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NTS

PUD SITE PLAN



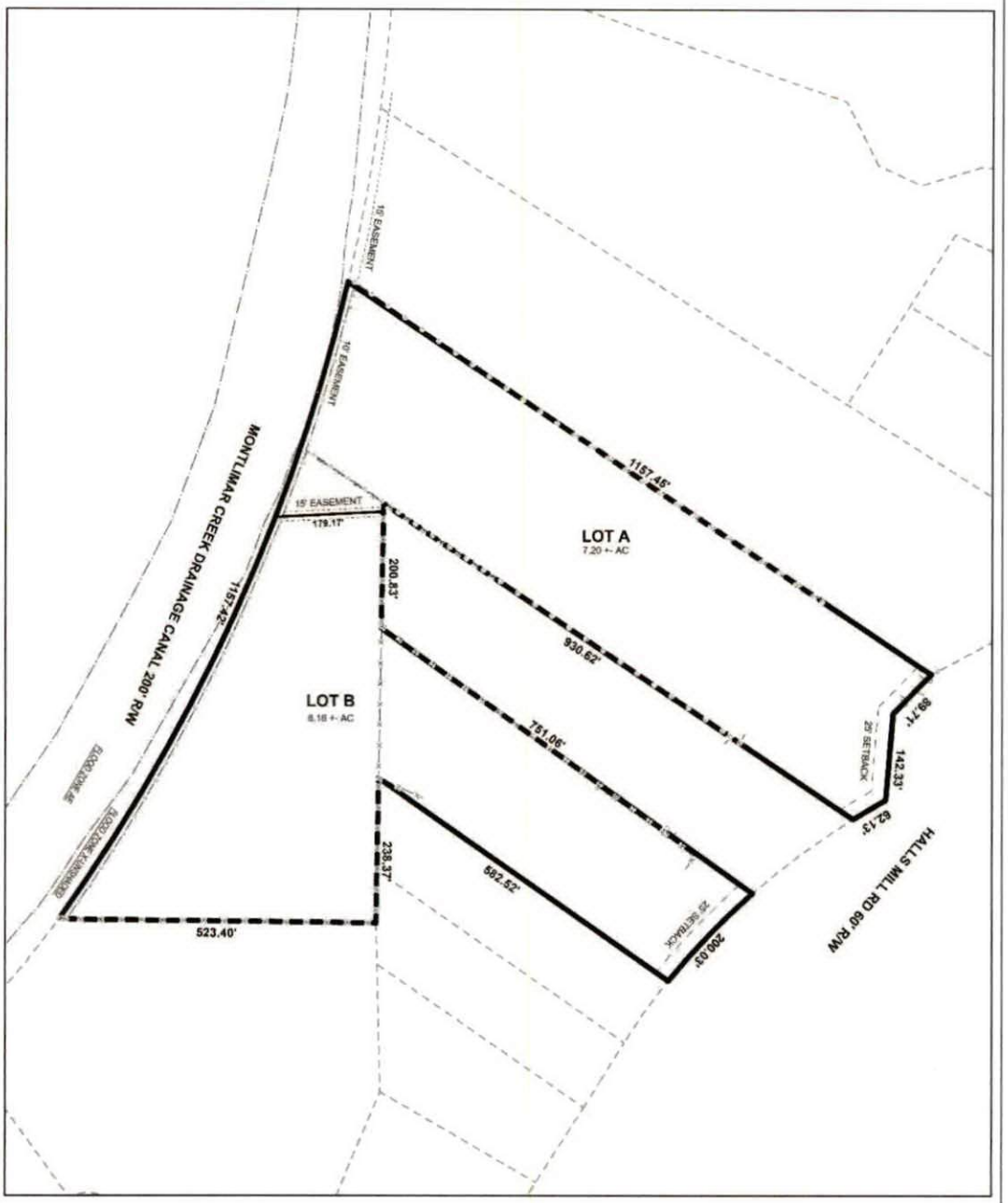
The site plan illustrates exiting buildings, drives, and easements.

APPLICATION NUMBER	11	DATE	November 20, 2025
APPLICANT	Radcliff-Ice Plant Subdivision		
REQUEST	Subdivision, PUD Modification		

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SUBDIVISION SITE PLAN



The site plan illustrates setbacks, drives, and easements.

APPLICATION NUMBER	11	DATE	November 20, 2025
APPLICANT	Radcliff-Ice Plant Subdivision		
REQUEST	Subdivision, PUD Modification		

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FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■			■	■	■				■															○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)								■			U	○	○																
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U	■	■	○	■	○	○	○										■	■	■						
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				S			S	■	S	S	○										■	■							○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)															■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

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 Modification
of Previously Approved Planning Approval
for Property Located at 6710 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025,** a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell 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 Planning Approval was approved on August 01, 1996, allowing construction of a 150-foot-tall steel monopole telecommunications tower on property located at 6710 Old Shell Road and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 25, 2025, to allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;

3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. 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 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 13th day of January, 2026, 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 17th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6710 Old Shell Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **August 01, 1996.** The owner of said property has applied for a **Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.** If approved, the major modification **will allow construction of a 172.1-foot-tall steel monopole telecommunications tower,** subject to the following proposed conditions: 1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment; 2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 8. Full compliance with all municipal codes and ordinances.

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 Planning Approval was approved on August 01, 1996, **allowing construction of a 150-foot-tall steel monopole telecommunications tower** on property located at **6710 Old Shell Road** and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on **September 25, 2025,** to **allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,

8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. 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

American Tower Corporation
Amanda Novas, TruNorthe, LLC, Agent
6710 Old Shell Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 4, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent),** for a Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet for the property located at **6710 Old Shell Road**.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

American Tower Corporation
ATTN: Amanda Novas
10 Presidential Way
Woburn, MA 01801

Re: 6710 Old Shell Road
MOD-003487-2025
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)
District 7
Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

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

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$490.20.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	786-301-6132	786-301-6132
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	10 Presidential Way Woburn, MA 01801	1765 Sidewinder Drive, Park City UT 84060

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	786-301-6132	205-252-6985
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	6710 Old Shell Road Mobiel AL	158 Business Center Drive, Birmingham AL 35244

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

Date

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
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.

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   This proposal should not impact the development or improvement of adjacent property.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - Lighting:
     No lighting
   - Hours of operation:
     Unmanned facility
   - Other conditions that are unique to the use of the property:

7. 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.
   A cell tower extension will not affect these specified elements.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project ATC 412671 OLD SHELL ROAD TOWER EXTENSION

Address 6710 Old Shell Road

Owner American Tower Corporation

Address 10 Presidential Way, Woburn MA Zip Code 01801

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Authorized Agent Amanda Novas

Address 1765 Sidewinder Drive, Park City UT Zip Code 84060

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Contractor CommStructures, Inc.

Address 101 E. Roberts Rd. Pensacola, FL Zip Code 32534

Phone (850)-968-9293 ext 18 Fax _____ Email tmitchell@commstructures.com

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

amanda novas — Signature

Amanda Novas — Print

9/25/2025 — Date

Project Coordinator — Affiliation to project/Organization

2016022843 1/17
Bk: LR7373 Pg:1890
Document Type:
LAEX

Mobile County,Alabama
Bk: LR7373 Pg:1890
filed on : 04/29/2016 11:52:52 AM
Don Davis, Probate Judge
Deed Tax : $61.50
Mortgage Tax: $.00
Mineral Tax : $.00
No Tax : $.00
Judge Fee : $.00
SR Fee: $2.00
Surcharge Fee: $10.00
Recording Fee: $43.50
Total : $117.00

2016022843
Bk: LR7373 Pg:1890

Space Above Line Reserved For Recorder's Use

Prepared by & Return to:
Anthony Rosa, Esq.
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

Lease Terms: 1 Time payment of $112,200 of full consideration for 22 year lease. Taxes based on $61,384.34 based on AL tax lease chart 8% discount factor.

Parcel ID # R022804174000002

MEMORANDUM OF LEASE

This Memorandum of Lease (this "*Memorandum*") is entered into on this 9 day of March, 2016 by and between Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "*LESSOR*"), and ATC Sequoia LLC, a Delaware limited liability company with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "*LESSEE*").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("*MPL*") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "*Site*"). All of the foregoing is set forth in the MPL.

2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2038, unless earlier terminated in accordance with the MPL.

3. LESSOR has granted LESSEE a limited power of attorney (the "*Limited Power of Attorney*"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.

ATC Site Number: 412671
VZW Site Number: 136091

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:	**LESSEE**:
By ATC Sequoia LLC As Attorney in Fact for Verizon Wireless Personal Communications LP d/b/a Verizon Wireless	ATC Sequoia LLC
By: _____	By: _____
Shawn Lanier	Edward P. Maggio, Jr.
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower
Date: 3-8-16	Date: 3/9/16
WITNESSES:	**WITNESSES**:
By: _____ (Signature)	By: _____ (Signature)
MONTSERRAT MORENO (Print)	MONTSERRAT MORENO (Print)
By: _____ (Signature)	By: _____ (Signature)
NANCY VOLEL (Print)	NANCY VOLEL (Print)

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 8 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Verizon Wireless Personal Communications LP, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-8-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 9 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-9-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

ATC Site Number: 412671
VZW Site Number: 136091

MEMORANDUM OF LEASE
ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 2,500 square feet, more or less, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 387.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Tax Parcel ID #: R022804174000002

For reference see Short Form Lease recorded on 10/08/1996 as Instrument No. 96069598 in Book 4403 at Page 1433.

MEMORANDUM OF LEASE
ATTACHMENT 2
LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]

ATC Site Number: 412671
VZW Site Number: 136091

LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;

- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or

- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"*Available Space*" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"*Collocation Agreement*" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"*Governmental Approvals*" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"*Governmental Authority*" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"*Ground Lease*" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"*Law*" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

"***Management Agreement***" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"***Master Prepaid Lease***" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"***Tower Subtenant***" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"***Transaction Documents***" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"***Zoning Laws***" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;

- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;

- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;

- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;

- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or

- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Name: Margaret Salemi

Name: CAROL A. TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By:
Name: Michael Haberman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

Be it remembered that on the 17th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

(a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;

(b) he is authorized to execute the attached instrument on behalf of the Companies;

(c) he executed the attached instrument on behalf of and as the act of the Companies; and

(d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

My Commission Expires:

LUANNE DE ROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/12/2016

[Signature Page to Power of Attorney]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of April 2015.

WITNESSES:

Cathy O'Neil
Name: Anthony V. Rosa

Rachel J. Lee
Name: Rachel Murray

TOWER OPERATOR:

By: Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, General Counsel & Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

Be it remembered that on the 22 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

(a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;

(b) he is authorized to execute the attached instrument on behalf of the Tower Operator;

(c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and

(d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

CHRISTINE M. BRENNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 10, 2020

My Commission Expires: July 10, 2020

[Signature Page to Power of Attorney]

Schedule A

COMPANIES

Allentown SMSA Limited Partnership
Alltel Central Arkansas Cellular Limited Partnership
Alltel Communications of Arkansas RSA #12 Cellular Limited Partnership
Alltel Communications of LaCrosse Limited Partnership
Alltel Communications of Mississippi RSA #2, Inc.
Alltel Communications of North Carolina Limited Partnership
Alltel Communications of Nebraska LLC
Alltel Communications of Saginaw MSA Limited Partnership
Alltel Communications Southwest Holdings, Inc.
Alltel Communications Wireless of Louisiana, Inc.
Alltel Communications Wireless, Inc.
Alltel Communications, LLC
Alltel Northern Arkansas RSA Limited Partnership
Anderson CellTelCo
Athens Cellular, Inc.
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
Bell Atlantic Mobile of Rochester, L.P.
Binghamton MSA Limited Partnership
Bismarck MSA Limited Partnership
California RSA No. 4 Limited Partnership
California RSA No. 3 Limited Partnership
Cellco Partnership
Cellular Inc. Network Corporation
Charleston-North Charleston MSA Limited Partnership
Chicago SMSA Limited Partnership
Colorado 7-Saguache Limited Partnership
Colorado RSA No. 3 Limited Partnership
Dallas MTA, L.P.
Danville Cellular Telephone Company Limited Partnership
Dubuque MSA Limited Partnership
Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership
Fresno MSA Limited Partnership
Gadsden CellTelCo Partnership
Gila River Cellular General Partnership
Gold Creek Cellular of Montana Limited Partnership
GTE Mobilnet of California Limited Partnership
GTE Mobilnet of Fort Wayne Limited Partnership
GTE Mobilnet of Indiana Limited Partnership
GTE Mobilnet of Indiana RSA #3 Limited Partnership
GTE Mobilnet of Santa Barbara Limited Partnership
GTE Mobilnet of South Texas Limited Partnership
GTE Mobilnet of Terre Haute Limited Partnership
GTE Mobilnet of Texas RSA #17 Limited Partnership
GTE Wireless of the Midwest Incorporated
GTE Mobilnet of Florence, Alabama Incorporated
Idaho 6-Clark Limited Partnership
Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership
Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company
Los Angeles SMSA Limited Partnership
Michigan RSA #9 Limited Partnership
Missouri RSA #15 Limited Partnership
Missouri RSA 2 Limited Partnership
Missouri RSA 4 Limited Partnership
Modoc RSA Limited Partnership
Muskegon Cellular Partnership
North Central RSA 2 of North Dakota Limited Partnership

New Hampshire RSA 2 Partnership
New Mexico RSA 3 Limited Partnership
New Mexico RSA No. 5 Limited Partnership
New Mexico RSA 6-I Partnership
New Par
New York RSA No. 3 Cellular Partnership
New York SMSA Limited Partnership
North Dakota RSA No. 3 Limited Partnership
North Dakota 5-Kidder Limited Partnership
Northeast Pennsylvania SMSA Limited Partnership
Northern New Mexico Limited Partnership
Northwest Arkansas RSA Limited Partnership
Northwest Dakota Cellular of North Dakota Limited Partnership
NYNEX Mobile Limited Partnership 1
NYNEX Mobile Limited Partnership 2
NYNEX Mobile of New York, L.P.
Oklahoma RSA No. 4 South Partnership
Omaha Cellular Telephone Company
Orange County-Poughkeepsie Limited Partnership
Pascagoula Cellular Partnership
Pennsylvania RSA 1 Limited Partnership
Pennsylvania 3 Sector 2 Limited Partnership
Pennsylvania 4 Sector 2 Limited Partnership
Pennsylvania RSA No. 6 (I) Limited Partnership
Pennsylvania RSA No. 6 (II) Limited Partnership
Petersburg Cellular Partnership
Pittsburgh SMSA Limited Partnership
Pittsfield Cellular Telephone Company
Portland Cellular Partnership
Redding MSA Limited Partnership
Rockford MSA Limited Partnership
RSA 7 Limited Partnership
Rural Cellular Corporation
Sacramento-Valley Limited Partnership
San Antonio MTA, L.P.
San Isabel Cellular of Colorado Limited Partnership
Seattle SMSA Limited Partnership
Sioux City MSA Limited Partnership
Southern Indiana RSA Limited Partnership
Southwestco Wireless, L.P.

Springfield Cellular Telephone Company
St. Joseph CellTelCo
Syracuse SMSA Limited Partnership
Texas RSA 7B2 Limited Partnership
Texas RSA #11B Limited Partnership
Topeka Cellular Telephone Company, Inc.
Tuscaloosa Cellular Partnership
Tyler/Longview/Marshall MSA Limited Partnership
Upstate Cellular Network
Verizon Wireless (VAW) LLC
Verizon Wireless of the East LP
Vermont RSA Limited Partnership
Virginia 10 RSA Limited Partnership
Virginia RSA 2 Limited Partnership
Virginia RSA 5 Limited Partnership
Verizon Wireless Personal Communications LP
Verizon Wireless Tennessee Partnership
Wasatch Utah RSA No. 2 Limited Partnership
Waterloo MSA Limited Partnership
Wisconsin RSA #1 Limited Partnership
Wisconsin RSA #2 Partnership
Wisconsin RSA #6 Partnership, LLP
Wisconsin RSA No. 8 Limited Partnership
WWC Texas RSA LLC
Wyoming 1-Park Limited Partnership

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality**. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. Governing Law. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. Waiver. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. Taxes. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Outlook

American Tower Corporation (MOD-003487-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/25/2025 11:46 AM
To anovas@trunorthe.com <anovas@trunorthe.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our initial review of the Major Modification 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:** A Letter of Authorization for Permitting was submitted by American Tower Corporation authorizing Amanda Novas to submit applications on their behalf, but staff cannot find American Tower Corporation's affiliation with the property owner, DAC Properties, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by DAC Properties, Inc. explicitly authorizing American Tower Corporation to act on their behalf;
    - A lease identifying the right of American Tower Corporation to act on behalf of DAC Properties, Inc.; or
    - Other documentation confirming that American Tower Corporation is an authorized agent of DAC Properties, Inc.

2. **Notification Labels:**
    - Please provide notification labels for the applicant(s)/agent(s) responsible for the application.

3. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
    - Aerial photographs are not sufficient.
    - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.
    - If the site is composed of a lease parcel, please be sure to delineate the leased area on the overall site plan.

4. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval 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.
    - What was provided is an abbreviated reference to the recorded subdivision plat and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded plat).

5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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, October 20, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

T-Mobile

Zoning Coverage Justification

9MT2900B – Mobile County

The intent of this letter is to confirm the necessity of T-Mobile installation of radio transceiver equipment on the proposed telecommunication tower and to provide supporting documentary evidence.

As part of the company's mandate to provide high quality service throughout the Mobile, Alabama market, the network density of wireless facilities must continue developing to meet the expectations of customers and communities alike, for both voice and data services.

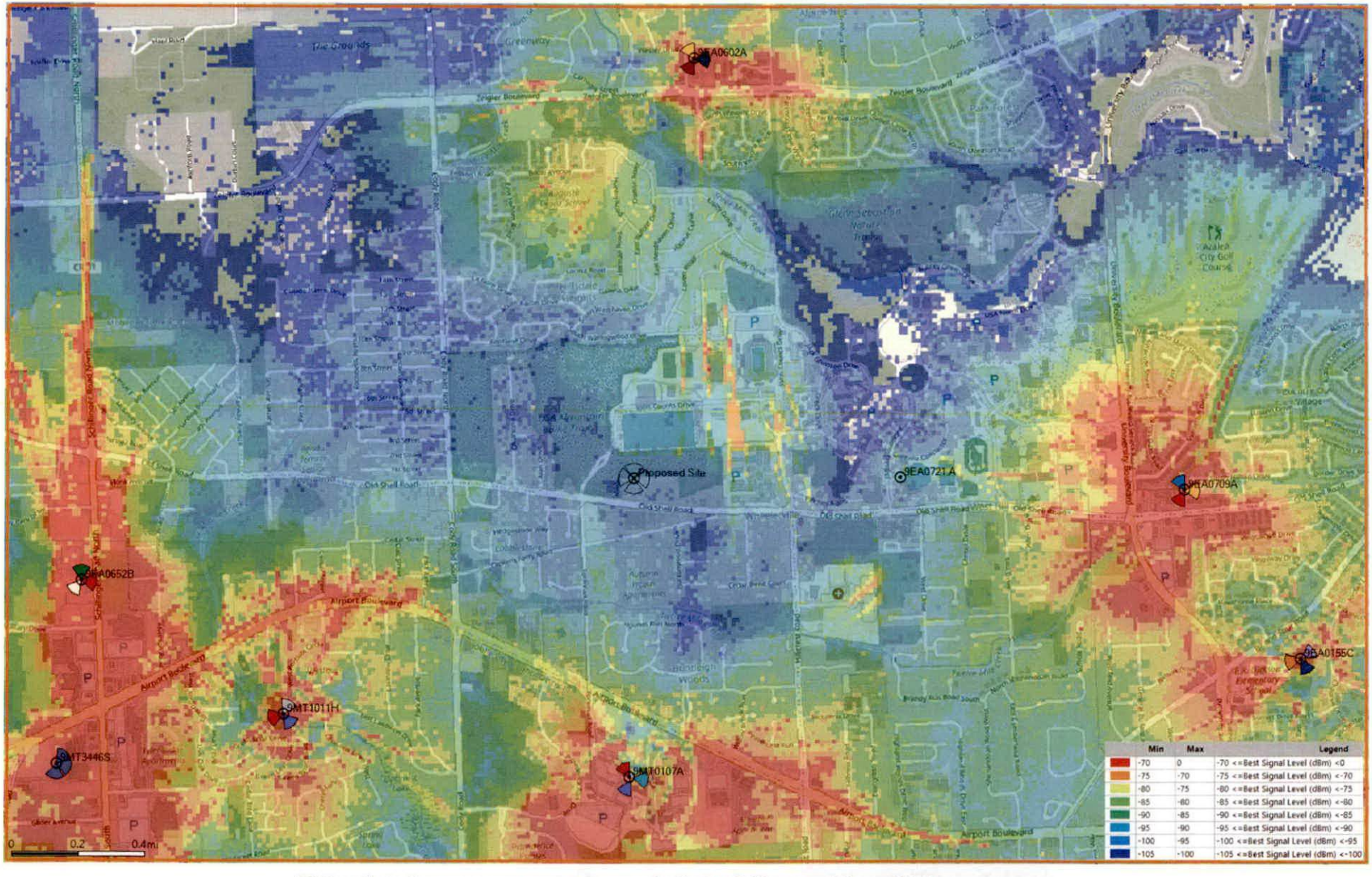
The primary purpose for the installation of this facility is to improve in-vehicle coverage along Old Shell Rd, Cody Rd, USA campus & Airport Blvd. It will also improve the in-building residential coverage along these roads. A coverage gap in this vicinity signifies an area where users may experience call connection or quality issues, especially in indoor locations and during busy hours.

Because of the proposed location for the new tower, the quality and strength of the T-Mobile signal will increase and provide a better user experience for customers and non-customers alike. In particular, in-building service levels in some of the aforementioned areas may be poor or non-existent. With the introduction of a new serving tower, these issues would essentially disappear. Signal and network access would improve, especially for being able to call 911 in buildings or in traffic in case of emergencies.

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service without the Proposed Site
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



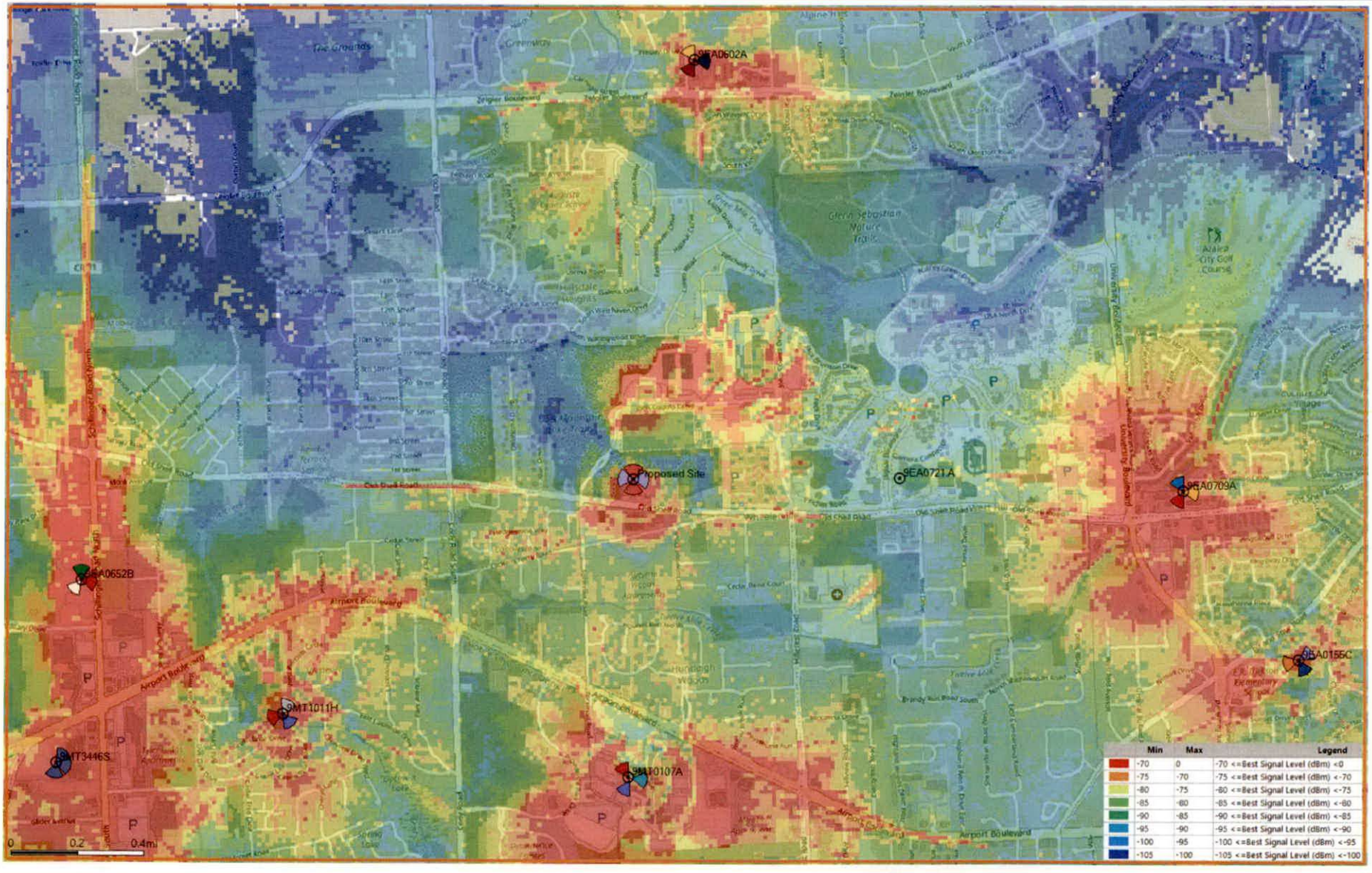
This plot shows a coverage gaps in in-building and in-vehicle coverage.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service with the Proposed Site @ 135' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



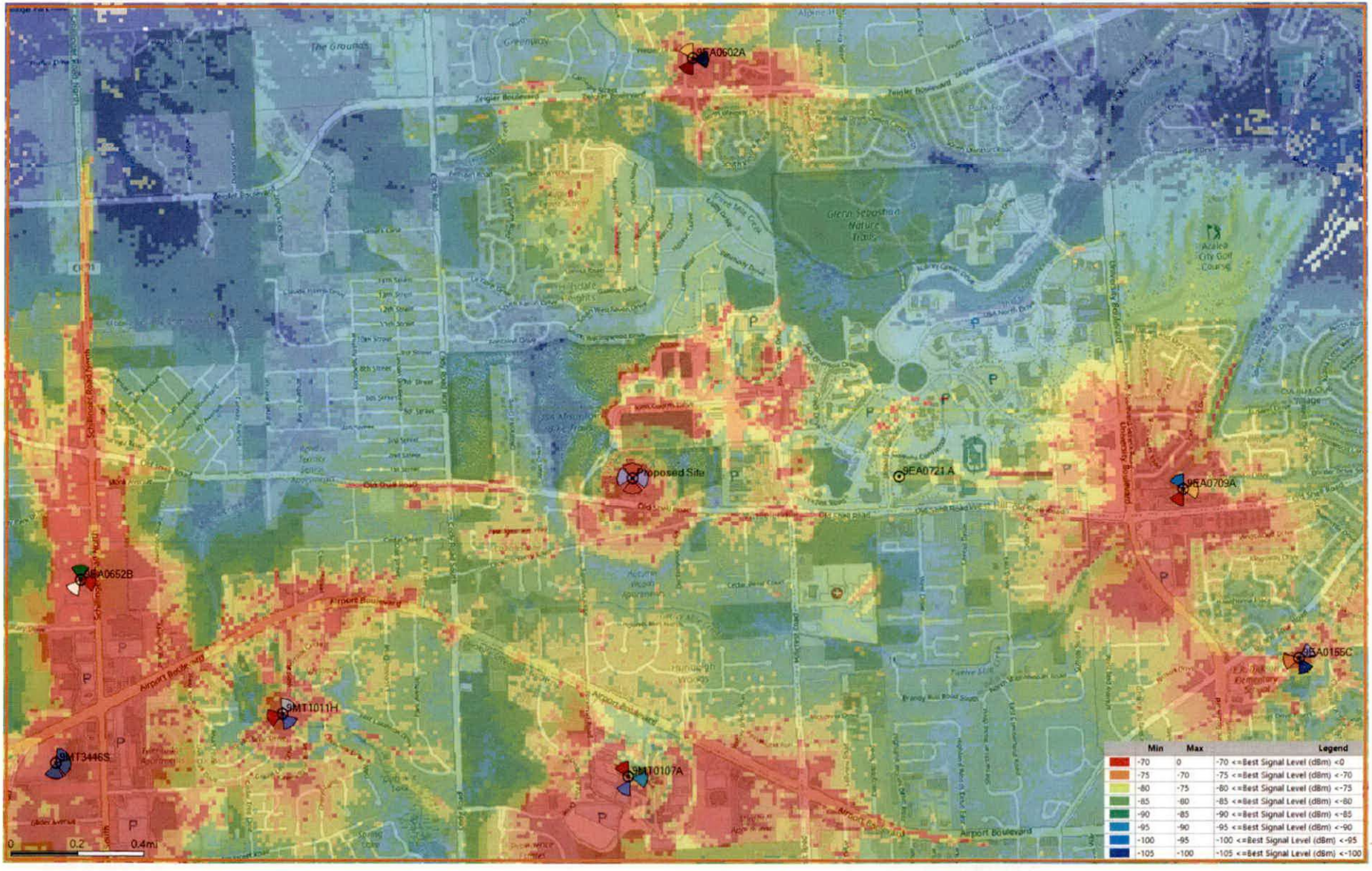
This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service with the Proposed Site @ 170' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

Thank You

PROJ. NO.	SHEET NO.
606100.10	6

OPOSED LEASE SITE

UNIV

ACCESS EASEMENT

CRF (CA-007-LS) S 89°35'05" E (

265.00' (DEE

PROP

20'

ALABAMA

E

394.27'(DEED)

N 00°00'00" E (DEED)

OWNER
UNIVERSITY OF SOUTH ALABAMA

HILLCREST ROAD

MAP

RVE

RVE

HOLFE
RECORD
PROBATE COU
OWNER:

LOCATION MAY VARY
ENGINEER INC. CAPPED REBAR FOUND
OCIATES, INC., CAPPED REBAR SET
ATUM
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S 80°
16
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NT
EASURED VALUE
LFE COMMERICAL SUBDIVISION,
50, PAGE 52, IN THE OFFICE OF THE
OBILE, ALABAMA
ATED
N

20' WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD

OLD SHE

WER LINE

CURVE DATA (DEED)

CURVE	RADIUS	LENGTH	TANGENT	CHORD
C1	11429.16'	86.98'	43.49'	86.98'
C2	11429.16'	103.85'	51.93'	103.85'
C3	11429.16'	20.33'	10.16'	20.33'

DATE	11-7-96
PROJECT NO.	PC172
SHT. NO.	2 OF 10

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

PRIMECO, L.P.
1105 (OLD SHELL ROAD)

File name: G:\ATC\SURV\1105.DWG
Printed: 06/09/25 at 10:48 by JSHARER
STORAGE FILE: 1105.STO ACAD-24

AMERICAN TOWER®

SNW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 2A5-252-6985 FAX: 2A5-32A-15A4

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	RA	08/17/22
1	FOR CONSTRUCTION	ZDS	06/09/25

ATC SITE NUMBER:
412671

ATC SITE NAME:
OLD SHELL ROAD

T-MOBILE SITE NAME:
OLD SHELL RD-ATC

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608-3909

SEAL:

ALABAMA LICENSED No. 30091 PROFESSIONAL ENGINEER JEREMY D. SHARER

06/09/25

T-Mobile

DATE DRAWN:	08/05/22
ATC JOB NO:	14110659_D2
CUSTOMER ID:	OLD SHELL RD-ATC
CUSTOMER #:	9MT2900B

SITE SURVEY

SHEET NUMBER:	REVISION:
C-001	1

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American Tower Corporation
10 Presidential Way,
Woburn MA 01801

DAC PROPERTIES INC
5201C HIGHWAY 90 W
Mobile AL 36619

IVY ROW AT SOUTH LLC
100 APPLEGATE CT
PELHAM AL 35124

SEXSON JAMES
ALLEN
1104 HUNTERS GLEN DR
WOODSTOCK GA 30189

GREENE PAMELA
JANE
1257 WEST LAKE CIR MOBILE
AL 36693

CACERES
TECUMSEH
6767 OLD SHELL RD MOBILE
AL 36608

SPRINGHILL CHURCH
OF GOD
6819 OLD SHELL RD MOBILE
AL 36608

UNIVERSITY OF SOUTH
ALABAMA
775 N UNIVERSITY BLVD
SUITE 150 Mobile AL 36608

KOPEC RAYMOND AED
EL-SABAE & ASEM HASAN
8641 AIRPORT BLVD
Mobile AL 36608

KOPEC RAYMOND, ASEM
RAMEZ
8641 AIRPORT BLVD
Mobile AL 36608

Amanda Novas
1765 Sidewinder Drive
Park City UT 84060

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law**. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. **Waiver**. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes**. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	[redacted]	
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

Date

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
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.

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   This proposal should not impact the development or improvement of adjacent property.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - ☐ Lighting:
     No lighting
   - ☐ Hours of operation:
     Unmanned facility
   - ☐ Other conditions that are unique to the use of the property:

7. 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.
   A cell tower extension will not affect these specified elements.

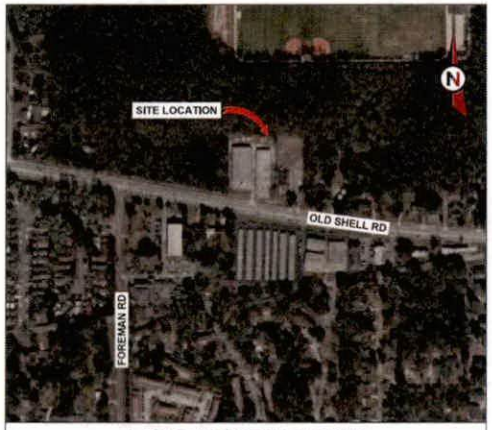
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)



VICINITY MAP

AMERICAN TOWER®

SITE NAME: OLD SHELL ROAD
SITE NUMBER: 412671
ATC PROJECT NUMBER: 14110659_C6_07
SITE ADDRESS: 6710 OLD SHELL ROAD
MOBILE, AL 36608



LOCATION MAP

149.1 FT MONOPOLE MODIFICATIONS W/ PROPOSED 23 FT EXTENSION

PROJECT TEAM

TOWER OWNER
AMERICAN TOWER
10 PRESIDENTAL WAY
WOBURN, MA 01801

ENGINEERED BY
ATC TOWER SERVICES
1 FENTON MAIN STREET, SUITE 300
CARY, NC 27511

CARRIER INFORMATION
CARRIER: T-MOBILE
CARRIER SITE NAME: OLD SHELL RD - ATC
CARRIER SITE NUMBER: 9MT2900A

811 Know what's below. Call before you dig.

PROJECT INFORMATION

1. THE PROJECT DEPICTED IN THESE PLANS IS BASED ON THE RECOMMENDATIONS MADE BY ATC ENGINEERING, DERIVED FROM THE RESULTS OF THE STRUCTURAL ANALYSIS COMPLETED UNDER ENGINEERING PROJECT NUMBER 14110659_C3_06 DATED 05/31/24. SATISFACTORY COMPLETION OF THE WORK INDICATED IN THESE PLANS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.

2. SEE SHEET S-201 FOR MODIFICATION SCOPE OF WORK (SOW) AND ANY ADDITIONAL WORK TO BE COMPLETED.

PROJECT NOTE

THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7).

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION)
2. INTERNATIONAL BUILDING CODE (2012 IBC)

PROJECT LOCATION

GEOGRAPHIC COORDINATES
LATITUDE: 30.69202529
LONGITUDE: -88.19841085

SHEET	SHEET TITLE	REV.
G-001	COVER	0
G-002	IBC GENERAL NOTES	0
G-003	SPECIAL INSPECTION CHECKLIST	0
G-004	BILL OF MATERIALS	0
S-201	MODIFICATION PROFILE	0
S-501	REINFORCEMENT INSTALLATION DETAILS (1 OF 2)	0
S-502	REINFORCEMENT INSTALLATION DETAILS (2 OF 2)	0
S-503	#20 STEP BOLT BRACKET INSTALLATION DETAILS	0
S-504	PLATE REINFORCEMENT INSTALLATION DETAILS	0
S-505	PLATE REINFORCEMENT WELD DETAILS	0
S-506	FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS	0
S-507	TOP FLANGE PLATE INSTALLATION DETAILS	0
S-508	INTERFACE WELDMENT INSTALLATION DETAILS	0
S-509	MONOPOLE EXTENSION INSTALLATION DETAILS	0
Z-501	PLATE REINFORCEMENT FABRICATION DETAILS	0
Z-502	TOP FLANGE PLATE FABRICATION DETAILS	0
Z-503	INTERFACE WELDMENT FABRICATION DETAILS	0
Z-504	MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS	0
Z-505	MONOPOLE EXTENSION SUB-WELDMENT FABRICATION DETAILS	0

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION RI OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Joshua Walton
Digitally signed by Joshua Walton
Date: 2025.03.03 22:51:40 -05'00'

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

COVER

SHEET NUMBER: G-001
REVISION: 0

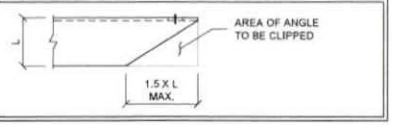
GENERAL

1. ALL WORK TO BE COMPLETED PER APPLICABLE LOCAL, STATE, FEDERAL CODES AND ORDINANCES AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ABIDING BY ALL REQUIRED PERMITS.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. ANY SUBSTITUTIONS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY MANUFACTURED DESIGN ELEMENTS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY, PER ANSI/TIA-322 AND ANSI/ASSE A10.48, TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
   a. ALL W-SHAPES: ASTM A572, GRADE 50, UNLESS NOTED OTHERWISE.
   b. ALL OTHER ROLLED SHAPES: ASTM A36, UNLESS NOTED OTHERWISE.
   c. HSS SECTION (SQUARE, RECTANGULAR, AND ROUND): ASTM A500, GRADE B, UNLESS NOTED OTHERWISE.
   d. ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS: ASTM A3125 GRADE A325, TYPE SC OR N, UNLESS NOTED OTHERWISE.
   e. ALL ANCHOR RODS: ASTM F1554, GRADE 36, UNLESS NOTED OTHERWISE.
2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3. ALL U-BOLTS SHALL BE ASTM A36 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.
4. FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
5. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES & GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.
6. ALL STRUCTURAL STEEL EMBEDDED IN THE CONCRETE SHALL BE APPLIED WITH (2) BRUSHED COATS OF POLYGUARD CA-9 MASTIC OR EQUIVALENT. REFER TO THE MANUFACTURER SPECIFICATIONS FOR SURFACE PREPARATION AND APPLICATION. APPLICATION OF POLYGUARD 400 WRAP IS NOT ESSENTIAL.
7. CONTRACTOR SHALL PERFORM WORK ON ONLY ONE (1) TOWER FACE AND REPLACE/REINFORCE ONE (1) BOLT/MEMBER AT A TIME.
8. ALL FIELD DRILLED HOLES TO BE USED FOR FIELD BOLTING INSTALLATION SHALL BE STANDARD HOLES, AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.

MAXIMUM ALLOWABLE ANGLE CLIP



TOLERANCES

1. TOLERANCES ON ALL INSTALLATIONS ARE ±1", UNLESS NOTED OTHERWISE.
2. TOLERANCES ON FABRICATION DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, UNLESS NOTED OTHERWISE.

WELDING

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2. ALL WELDS SHALL BE INSPECTED VISUALLY. IF DIRECTED BY ENGINEER OF RECORD, 25% OF WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS. (100% IF REJECTABLE DEFECTS ARE FOUND) TO MEET THE ACCEPTABLE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY. 100% OF ALL FULL PENETRATION WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS.
3. INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.
4. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER AND/OR BASE METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.
5. IN CASES WHERE BASE METAL GRADE IS UNKNOWN, ALL WELDING ON LATTICE TOWERS SHALL BE DONE WITH E70XX ELECTRODES; ALL WELDING ON POLE STRUCTURES SHALL BE DONE WITH E80XX ELECTRODES, UNLESS NOTED OTHERWISE.
6. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.

PAINT

1. AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 70/7460-1L.

BOLT TIGHTENING PROCEDURE

1. STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC SPECIFICATIONS.
2. ALL BOLTS WHOSE AXES ARE INSTALLED VERTICALLY, UNLESS OTHERWISE NOTED, SHALL BE INSTALLED AND TIGHTENED PER SECTION 8.2.1 THROUGH 8.2.4 OF THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" PER THE FOLLOWING GUIDELINES:

   FOR A325 BOLTS 1" DIAMETER AND LESS:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.

   FOR A325 BOLTS EXCEEDING 1" DIAMETER AND ALL OTHER HIGH STRENGTH BOLTS, ONE OF THE FOLLOWING METHODS SHALL BE USED:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.
   b. RCSC "TURN-OF-THE-NUT" METHOD: PRIOR TO APPLICATION OF TURN-OF-NUT PRETENSIONING, ALL BOLTS IN THE CONNECTION SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN RCSC SECTION 8.1, AND MATCH-MARKING OF THE NUTS AND PROTRUDING END OF THE BOLTS MUST BE IMPLEMENTED FOR ALL BOLTS IN THE CONNECTION.

   SUBSEQUENTLY, ALL BOLTS SHALL BE ROTATED BEYOND SNUG TIGHT CONDITION USING THE CHART BELOW.

   BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS

1/2"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
5/8"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/4"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
7/8"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS UP TO AND INCLUDING 4.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS UP TO AND INCLUDING 5.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS UP TO AND INCLUDING 5.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS UP TO AND INCLUDING 6.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT

   BOLT LENGTHS OVER FOUR DIAMETERS BUT NOT EXCEEDING EIGHT DIAMETERS

1/2"	BOLTS 2.25 TO 4.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
5/8"	BOLTS 2.75 TO 5.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/4"	BOLTS 3.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS 5.75 TO 11.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

3. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.

BOLT TIGHTENING PROCEDURE (CONT'D)

4. ALL BOLT HOLES SHALL BE ALIGNED TO PERMIT INSERTION OF THE BOLTS WITHOUT UNDUE DAMAGE TO THE THREADS. BOLTS SHALL BE PLACED IN ALL HOLES WITH WASHERS POSITIONED AS REQUIRED AND NUTS THREADED TO COMPLETE THE ASSEMBLY. COMPACTING THE JOINT TO THE SNUG-TIGHT CONDITION SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT. THE SNUG-TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

APPLICABLE CODES AND STANDARDS

1. ANSI/TIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-H EDITION.
2. 2012 INTERNATIONAL BUILDING CODE.
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. REFERENCE LATEST APPROPRIATE EDITION TO MATCH LOCAL AND/OR INTERNATIONAL BUILDING CODE(S) LISTED ABOVE.
4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
6. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

SPECIAL INSPECTION

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH IBC 2012, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
   a) STRUCTURAL WELDING (CONTINUOUS INSPECTION OF FIELD WELD ONLY).
   b) HIGH STRENGTH BOLTS (PERIODIC INSPECTION OF A325 EXTENSION FLANGE BOLTS TO BE TIGHTENED PER "TURN-OF-THE-NUT" METHOD).
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC 2012, SECTION 1704, UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

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412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED
No. 35283
PROFESSIONAL ENGINEER
JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

IBC GENERAL NOTES

SHEET NUMBER:	REVISION:
G-002	0

MODIFICATION INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

SPECIAL INSPECTION CHECKLIST

INSPECTION DOCUMENT	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S STANDARD SPECIFICATION FOR WIRELESS TOWER SITES.	✔	SI			✔		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	✔	GC	✔				
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	✔	SI	✔				
CERTIFIED WELD INSPECTION	INSPECTION AND REPORT OF STRUCTURAL WELDING PERFORMED DURING PROJECT COMPLETED BY A CWI AND INCLUDED WITHIN SI REPORT	✔	GC / TA	✔	✔	✔	✔	
FOUNDATION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF FOUNDATION EXCAVATION, REBAR PLACEMENT, CASING/SHORING/FORMING PLACEMENT, AND ANCHOR TEMPLATE AND ANCHOR PLACEMENT - TO BE SI APPROVED PRIOR TO CONCRETE POUR AND DOCUMENTED IN THE SI REPORT		SI					
ANCHOR, ROCK ANCHOR OR HELICAL PULL-OUT TEST	PULL TESTING OF INSTALLED ANCHORS TO BE COMPLETED AND DOCUMENTED IN SI REPORT		GC / TA					
CONCRETE INSPECTION & VERIFICATION	CONCRETE MIX DESIGN, SLUMP TEST, COMPRESSIVE TESTING, AND SAMPLE GATHERING TECHNIQUES ARE TO BE PROVIDED FOR INCLUSION IN THE SI REPORT. SI SHALL VERIFY CONCRETE PLACEMENT AS REQUIRED BY THE DESIGN DOCUMENTS (INSPECTION FREQUENCY IS MARKED CONTINUOUS)		GC / TA					
DYWIDAG PLACEMENT/ANCHOR BOLT EMBEDMENT - EPOXY/GROUT INSTALL	ANCHOR/BAR EMBEDMENT, HOLE SIZE, EPOXY/GROUT TYPE, INSTALLATION TEMPERATURE AND INSTALLATION SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
BASE PLATE GROUT INSPECTION & VERIFICATION	BASE PLATE GROUTING TYPE AND PLACEMENT SHALL BE CONFIRMED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
EARTHWORK INSPECTION & VERIFICATION	EXCAVATION, FILL, SLOPE, GRADE AND OTHER EARTHWORK REQUIREMENTS PER PLANS SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / TA					
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.		GC / TA					
GROUND TESTING & VERIFICATION	GC SHALL PROVIDE DOCUMENTATION SHOWING THAT THE GROUNDING SYSTEM SHALL HAVE A MEASURED RESISTANCE TO THE GROUND OF NOT MORE THAN THE RECOMMENDED 10 OHMS, PER THE ATC CONSTRUCTION SPECIFICATION UNDER SECTION 2.15 THIS DOCUMENTATION MUST BE AN INDEPENDENT CERTIFICATION.		GC					
STEEL CONSTRUCTION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF STEEL CONSTRUCTION TO BE PERFORMED BY THE SI. INSPECTION TO INCLUDE VERIFICATION OF NEW CONSTRUCTION OR MODIFICATION OF EXISTING CONSTRUCTION PER ENGINEERED PLANS. DETAILED VERIFICATION SHALL BE INCLUDED IN SI REPORT.	✔	SI			✔	✔	
ON-SITE COLD GALVANIZING VERIFICATION	SI SHALL VERIFY WITH GC ALL COLD GALVANIZATION TYPE AND APPLICATION AND INCLUDE SUMMARY IN SI REPORT	✔	GC			✔	✔	
GUY WIRE TENSIONING & TOWER ALIGNMENT REPORT	GC SHALL PROVIDE SI EVIDENCE OF PROPER GUY TENSIONING AND TOWER PLUMB PER PLANS. SI SHALL VERIFY AND INCLUDE PLUMB AND TENSION REPORTING IN SI REPORT.		GC					
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	✔	GC			✔		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	✔	SI			✔		
TIA INSPECTION	SI SHALL COMPLETE TIA INSPECTION AND PROVIDE SEPARATE TIA INSPECTION DOCUMENTATION TO ATC CM		SI					
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	✔	GC / SI			✔		

NOTE: SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.

TABLE KEY:
SI - ATC APPROVED SPECIAL INSPECTOR
GC - GENERAL CONTRACTOR
TA - 3RD PARTY TESTING AGENCY
CX - CONSTRUCTION
CM - CONSTRUCTION MANAGER
ATC - AMERICAN TOWER CORPORATION

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MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

SPECIAL INSPECTION CHECKLIST

SHEET NUMBER:	REVISION:
G-003	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY PROVIDED	PART NUMBER	DESCRIPTION	LENGTH	SHEET LIST	PART WEIGHT	WEIGHT (lb)	NOTES
			#20 DYWIDAG REINFORCEMENT MATERIAL & HARDWARE					
3	3	DYD-20-ATR-30	#20 ALL THREAD ROD 30'	30'-0"	S-501	501.0	1503	GALVANIZED
3	3	DYD-20-ATR-PF	#20 ALL THREAD ROD (PER FT)	10'-0"	S-501	167.0	501	GALVANIZED
3	3	DYD-20-COUP-00	#20 COUPLING HDG	----	----	----	----	GALVANIZED
6	6	DYD-20-HN-00	#20 HEX NUT HDG	----	----	----	----	GALVANIZED
194	204	UB-580-3125	U-BOLT ASSEMBLIES FOR #20 ROD	----	----	----	----	GALVANIZED
123	129	NG-0625-0875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
6	7	NG-0938-1438-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
33	33	BR-20C	L 6" X 3 1/2" X 3/8"	1'-0"	S-502	12.3	406	CONCENTRIC
3	3	TB-20C-8	L 6" X 3 1/2" X 3/8"	2'-5 1/2"	S-502	30.2	91	CONCENTRIC
6	6	TB-20C-12	L 6" X 3 1/2" X 3/8"	3'-6 3/4"	S-502	43.8	263	CONCENTRIC
32	37	#20SB	STEP BOLT WELDMENT	0'-7 1/4"	S-503	2.5	93	
2	2	----	STUD MOUNT CABLE GUIDE - 1/2"Ø	----	----	----	----	
2	2	----	ROUND LEG INTERMEDIATE BRACKET	----	----	----	----	
			FLAT PLATE MATERIAL & HARDWARE					
3	3	412671-1	PL 1 1/4" X 3"	11'-1"	S-504, Z-501	148.5	446	
3	3	412671-2	PL 1 1/4" X 3"	4'-9"	S-504, Z-501	63.6	191	
3	3	412671-3	PL 1 1/4" X 3"	2'-9"	S-504, Z-501	36.8	110	
57	60	NG-1438-1875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
27	28	NG-2688-3750-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
9	14	FPSB	FLAT PLATE STEP BOLT WELDMENT	0'-7 1/4"	S-505	2.0	28	
			EXTENSION MATERIAL & HARDWARE					
1	1	CP18BC	PL 1/8" X 22"	1'-10"	S-509	14.1	14	
2	2	412671-4	PL 1 1/2" X 12"	2'-0"	S-507, Z-502	75.8	152	
3	3	412671-5	INTERFACE WELDMENT	2'-0"	S-508, Z-503	170.7	512	
1	1	412671-6	14" OD PIPE EXTENSION WELDMENT	21'-0"	S-509, Z-504, Z-505	1518.5	1519	
18	19	SB-625-8250	STEP BOLT	----	----	----	----	
36	38	----	LOCK WASHER, 5/8"Ø	----	----	----	----	GALVANIZED
36	38	----	HEAVY HEX NUT, 5/8"Ø ASTM A563 DH	----	----	----	----	GALVANIZED
2	3	BK-1000-350-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	3 1/2"	----	----	----	
24	25	BK-1000-475-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	4 3/4"	----	----	----	
24	25	SW-1000-A325	DTI SQUIRTER WASHER, 1"Ø (A325 RATED)	----	----	----	----	
1	1	SC-PM-180-SSC	SAFETY CLIMB (GALVANIZED STAINLESS STEEL CABLE)	180'-0"	----	----	----	
					TOTAL WEIGHT (lb)		**5,829**	**PAGE 1 OF 1**

AMERICAN TOWER®
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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

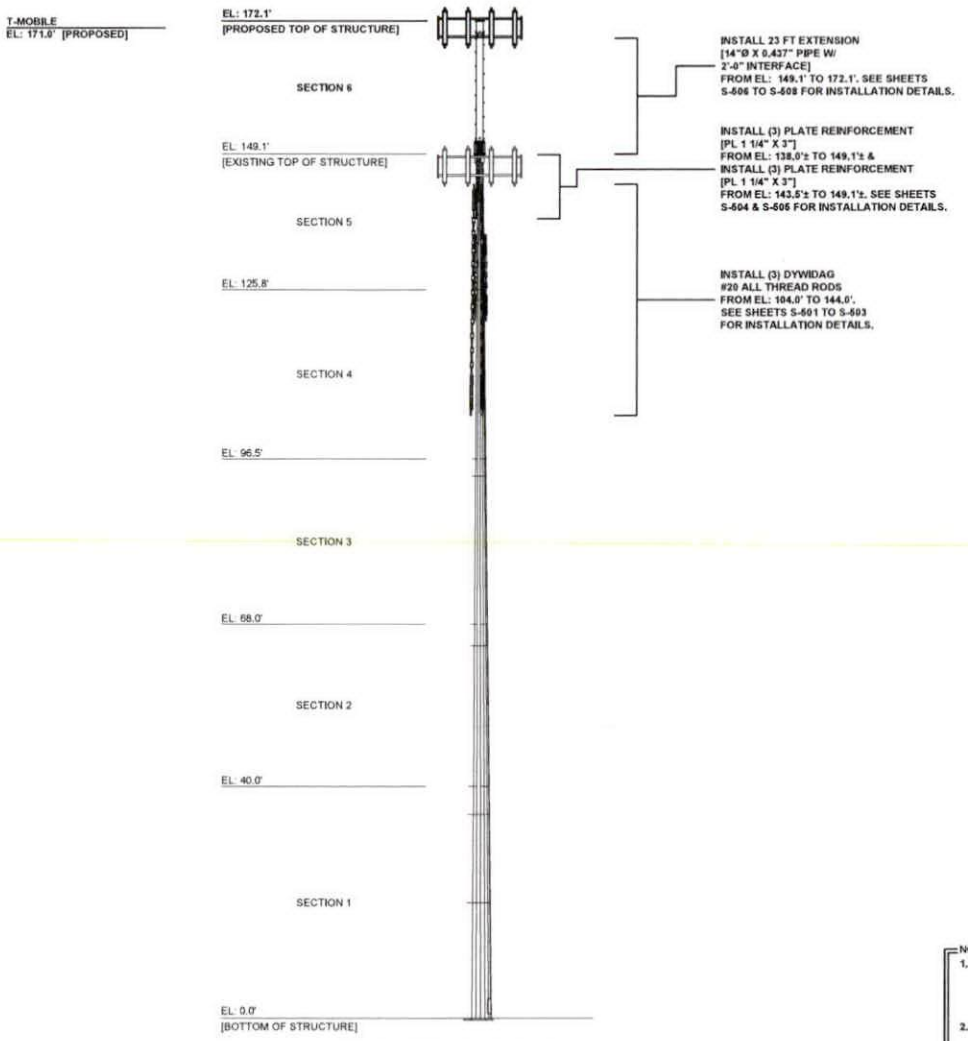
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

BILL OF MATERIALS

SHEET NUMBER:	REVISION:
G-004	0



TOWER ELEVATION VIEW

NOTES:

1. BASE FLANGE WELD AND STIFFENER PLATE WELDS (WHEN PRESENT) ARE TO BE INSPECTED VISUALLY AND BY NDT METHODS BY A CERTIFIED WELD INSPECTOR WITH NDT LEVEL II CERTIFICATION. RESULTS ARE TO BE SENT TO PM@AMERICANTOWER.COM.
2. CONTACT AMERICAN TOWER FIELD OPERATIONS WHEN EXISTING EQUIPMENT INTERFERES WITH INSTALLATION OF MODIFICATIONS. ONCE APPROVED, EXISTING EQUIPMENT MAY BE TEMPORARILY MOVED DURING INSTALLATION & REINSTALLED TO THE ORIGINAL HEIGHT & LOCATION BY CONTRACTOR POST COMPLETION OF MODIFICATIONS.
3. A CONSTRUCTION WASTE MANAGEMENT PLAN, AS NEEDED, WILL BE COMPLETED PRIOR TO FINAL INSPECTION.

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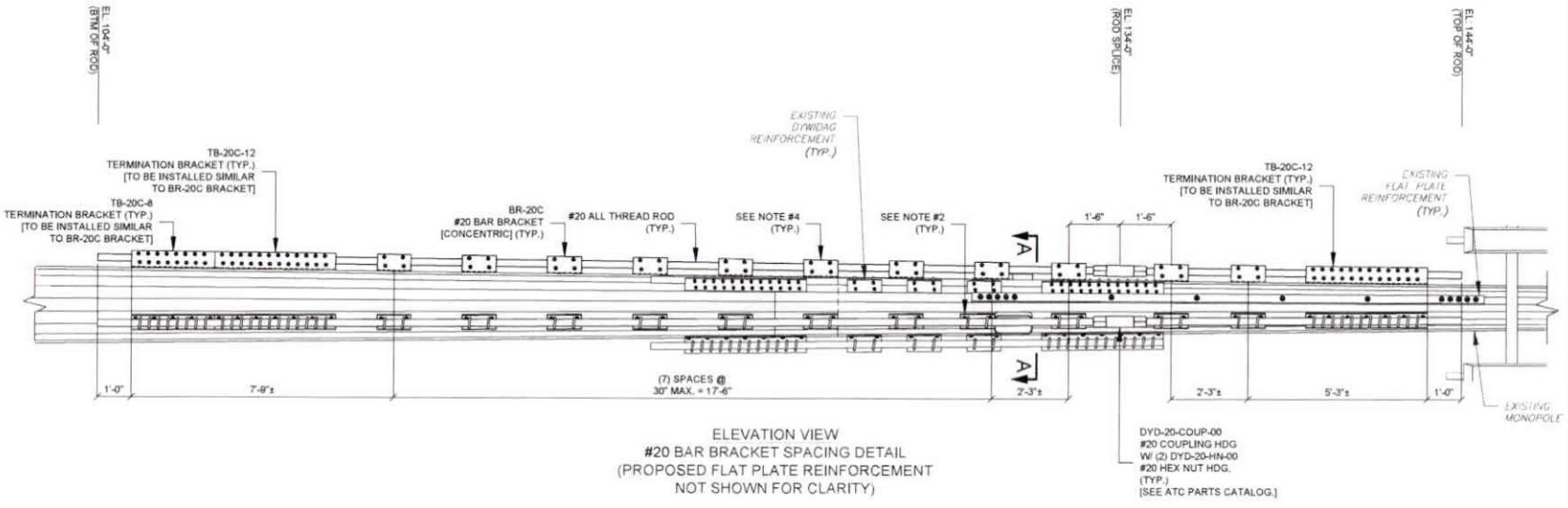
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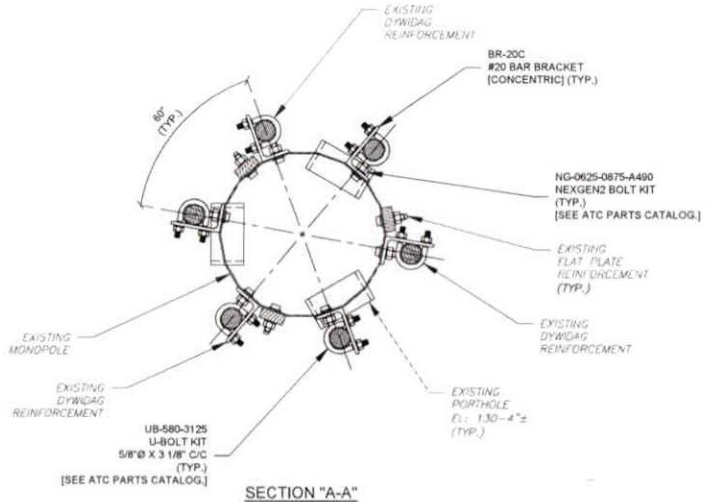
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DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

MODIFICATION PROFILE

SHEET NUMBER:	REVISION:
S-201	0



ELEVATION VIEW
#20 BAR BRACKET SPACING DETAIL
(PROPOSED FLAT PLATE REINFORCEMENT
NOT SHOWN FOR CLARITY)



SECTION "A-A"
TYPICAL DETAIL

NOTES:
1. REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW #20 ALL THREAD ROD REINFORCEMENTS. THE NEW STEP BOLTS SHALL BE ATTACHED TO THE #20 ALL THREAD RODS IN THE SAME APPROXIMATE LOCATION. SEE SHEET S-503 FOR INSTALLATION DETAILS.
2. PLACE A BRACKET (BR-20C) DIRECTLY ABOVE AND BELOW ANY EXISTING PORTHOLE AS REQUIRED.
3. SEE SHEET S-502 FOR #20 ALL THREAD ROD BRACKET INSTALLATION DETAILS.
4. NG-0938-1438-A490 NEXGEN2 BOLT KITS ARE SUPPLIED AS REQUIRED FOR BAR BRACKET CONNECTIONS THAT FALL WITHIN SLIP JOINT LOCATIONS.

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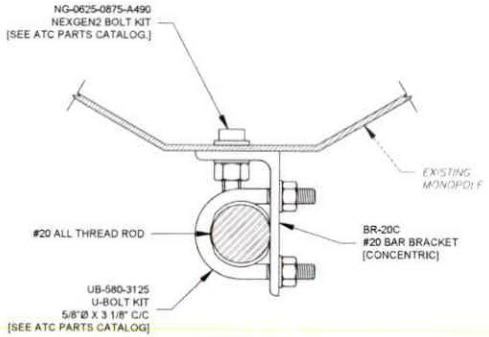
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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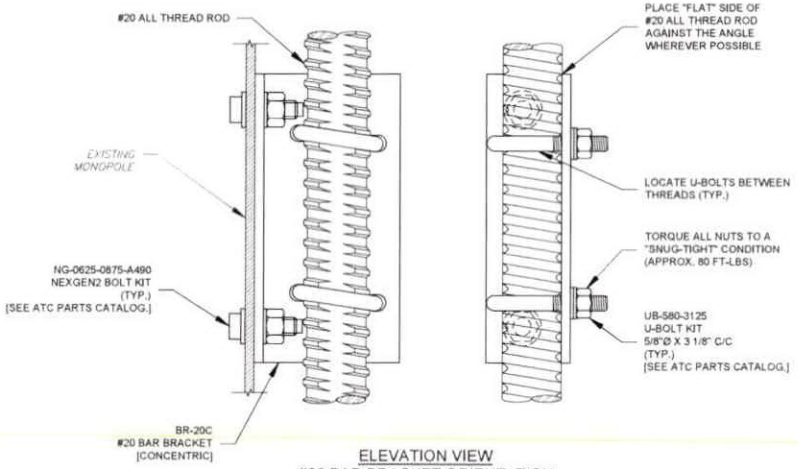
DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

REINFORCEMENT INSTALLATION DETAILS (1 OF 2)

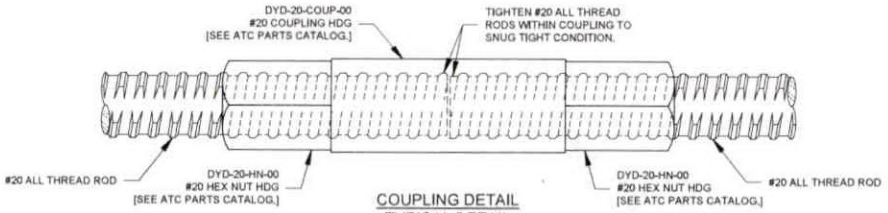
SHEET NUMBER:	REVISION:
S-501	0



PLAN VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



ELEVATION VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



COUPLING DETAIL
TYPICAL DETAIL

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REV.	DESCRIPTION	BY	DATE
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1			
2			
3			
4			

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ALABAMA

SITE ADDRESS:
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MOBILE, AL 36608

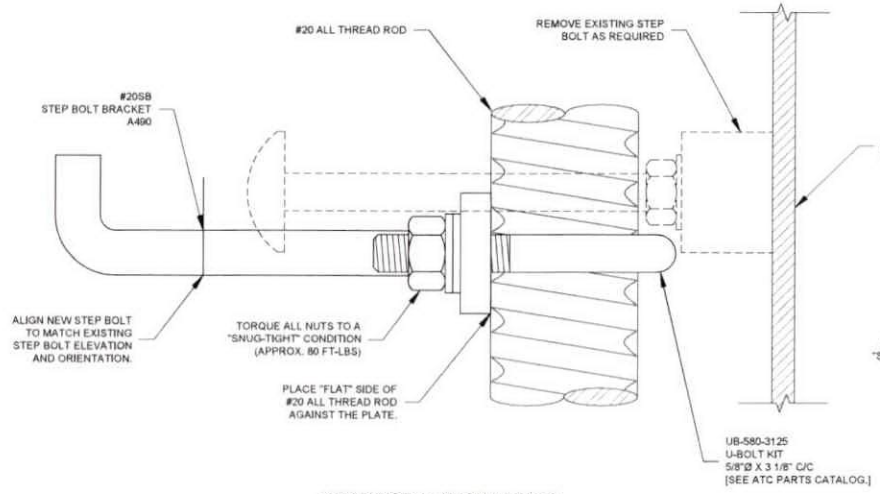
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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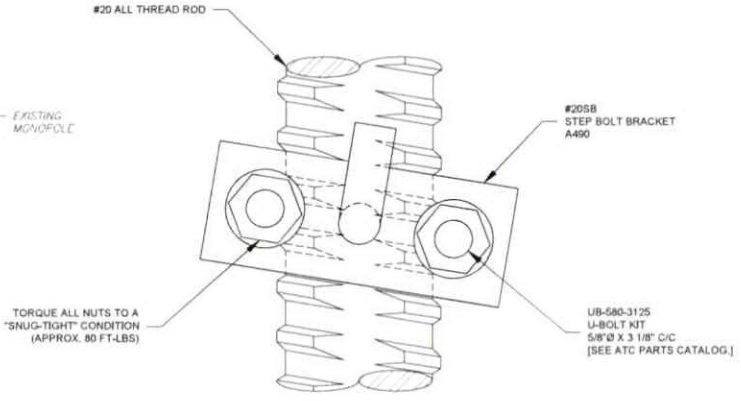
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

REINFORCEMENT
INSTALLATION DETAILS
(2 OF 2)

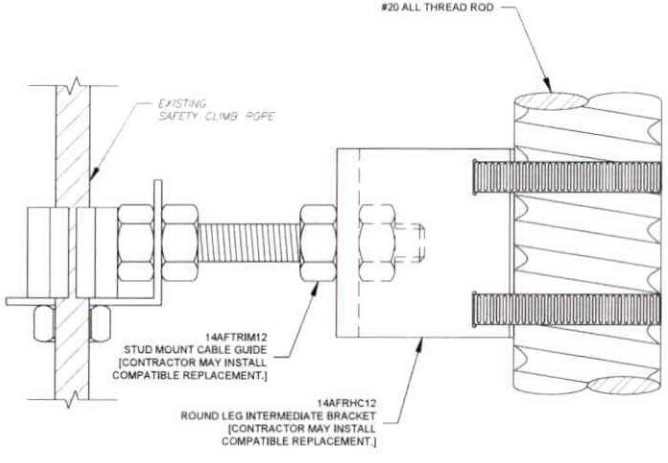
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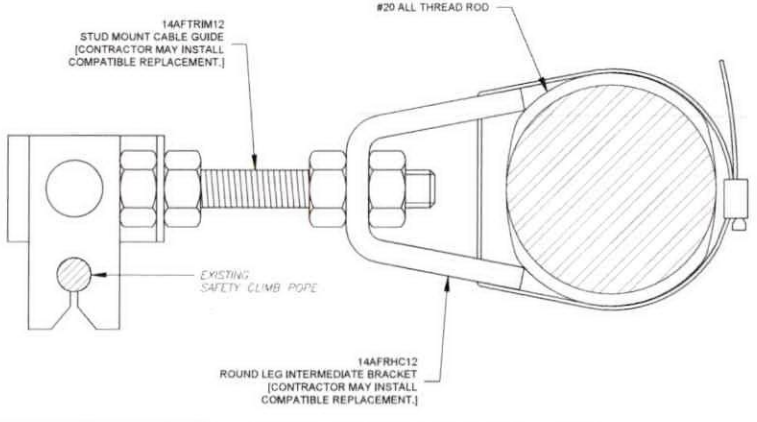
#20SB INSTALLATION DETAILS
SIDE VIEW



#20SB INSTALLATION DETAILS
FRONT VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
SIDE VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
TOP VIEW

NOTES:
1. STEP PEG SPACING IS NOT TO EXCEED 16" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE DYWIDAG BAR.
2. SAFETY CLIMB CABLE GUIDE SPACING IS NOT TO EXCEED 20' MAX.

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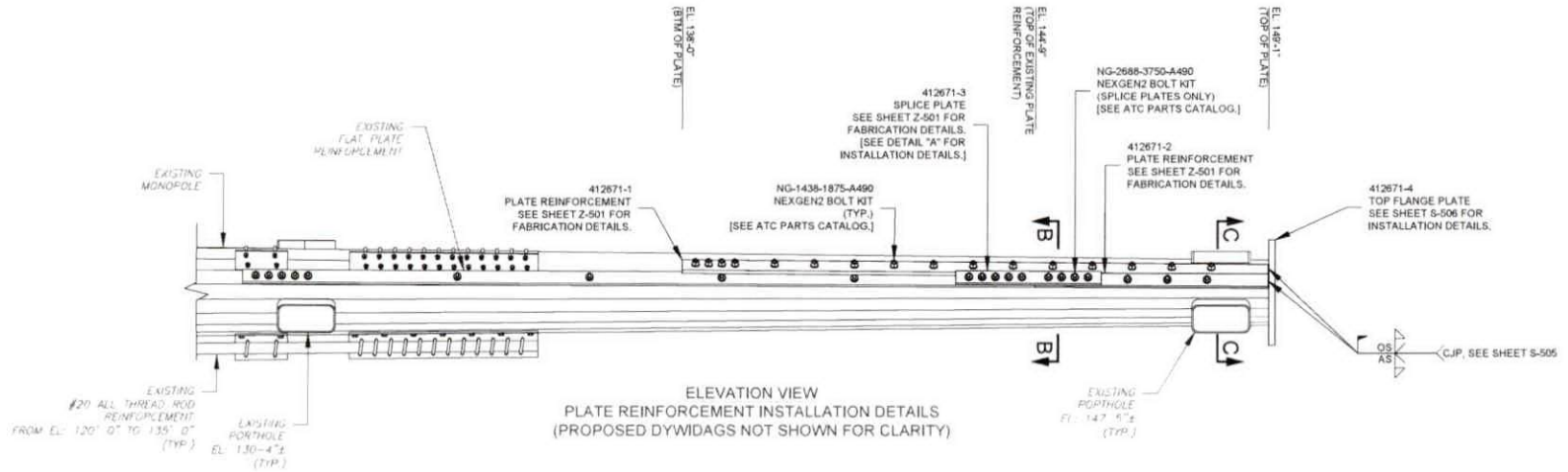
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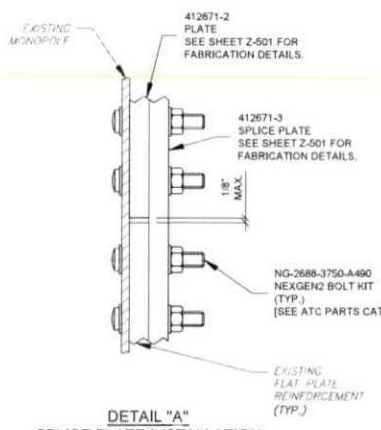
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#20 STEP BOLT BRACKET INSTALLATION DETAILS

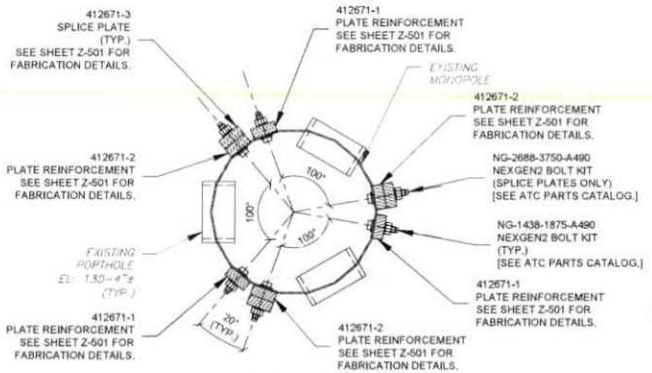
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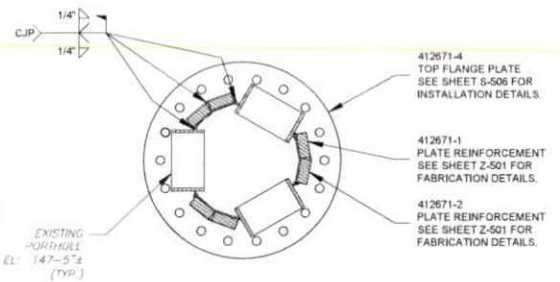
ELEVATION VIEW
PLATE REINFORCEMENT INSTALLATION DETAILS
(PROPOSED DYWIDAGS NOT SHOWN FOR CLARITY)



DETAIL "A"
SPLICE PLATE INSTALLATION



SECTION "B-B"
TYPICAL DETAIL



SECTION "C-C"
TYPICAL DETAIL

NOTES:

1. **PLATE REINFORCEMENTS TO BE INSTALLED CENTERED ON TOWER FACE AS MUSH AS POSSIBLE.**
2. **FIELD DRILL 1 3/16"Ø BOLT HOLE IN EXISTING MONOPOLE TO ACCOMMODATE NEW NEXGEN2® BLIND BOLT ASSEMBLY.**
3. **REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW PLATE REINFORCEMENT, SEE SHEET S-505 FOR INSTALLATION DETAILS.**

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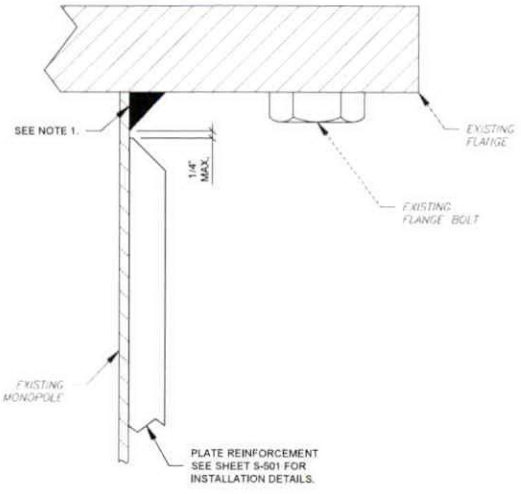
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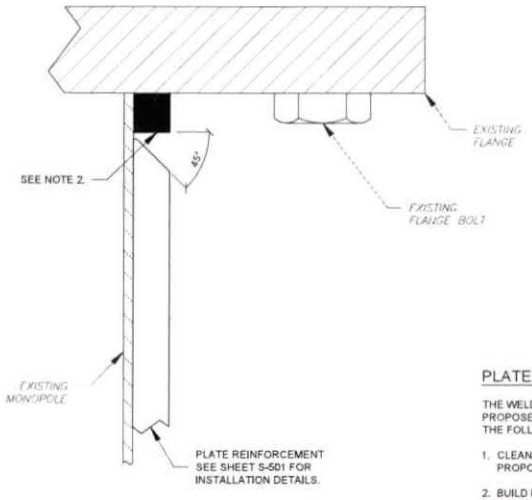
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PLATE REINFORCEMENT INSTALLATION DETAILS

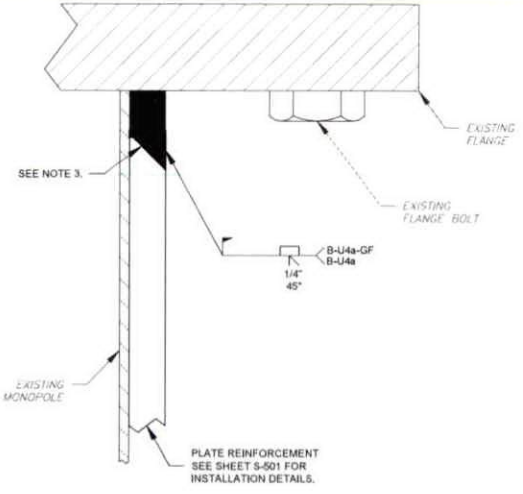
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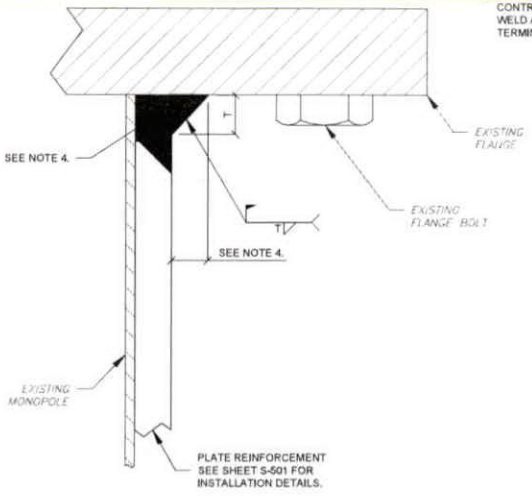
ELEVATION VIEW
STEP 1



ELEVATION VIEW
STEP 2



ELEVATION VIEW
STEP 3



ELEVATION VIEW
STEP 4

PLATE REINFORCEMENT BASE WELD PROCEDURE:

THE WELD SHOWN IS LOCATED AT THE FLANGE AT EL. 149'-1"± OF EXISTING MONOPOLE WITH PROPOSED FLAT PLATE TERMINATING AT THAT LOCATION. THE WELD NEEDS TO BE INSTALLED WITH THE FOLLOWING PROCEDURE:

1. CLEAN GALVANIZING FROM EXISTING WELD AND ALL WELD CONTACT SURFACES. PLACE PROPOSED PLATE REINFORCEMENT ABOVE EXISTING WELD AS SHOWN.
2. BUILD PLATFORM WITH WELD (BUTTER) TO MATCH THE HEIGHT OF THE EXISTING FILLET WELD PER SECTION 5.22.4.3 OF AWS D1.1/D1.1M:2010. ENGINEERING APPROVAL IS PROVIDED FOR CORRECTING ROOT OPENINGS GREATER THAN THOSE PERMITTED IN SECTION 5.22.4.3 IN ACCORDANCE WITH SECTION 5.22.4.4.
3. PERFORM CJP WELD USING EXISTING MONOPOLE AS BACKING BAR.
4. REINFORCING FILLET WELD SIZED TO MATCH EXISTING FILLET WELD. PRIOR TO CONSTRUCTION CONTRACTOR TO VERIFY THAT THERE IS ADEQUATE CLEARANCE BETWEEN THE PROPOSED WELD AND THE EXISTING FLANGE BOLTS. IF INTERFERENCE OCCURS AN ALTERNATIVE PLATE TERMINATION MAY BE REQUIRED ADDITIONAL DESIGN FEES MAY BE INCURRED.

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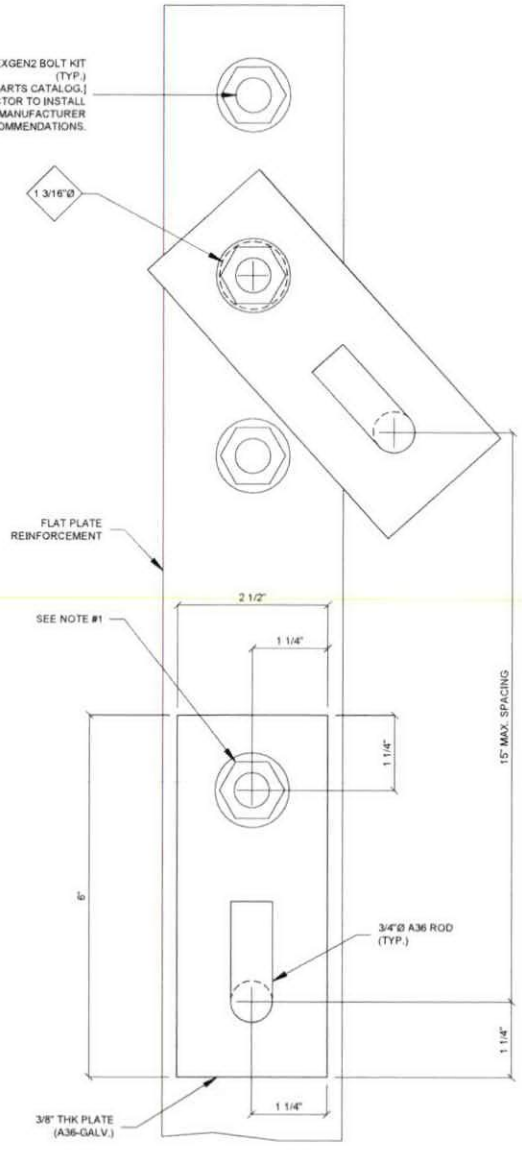
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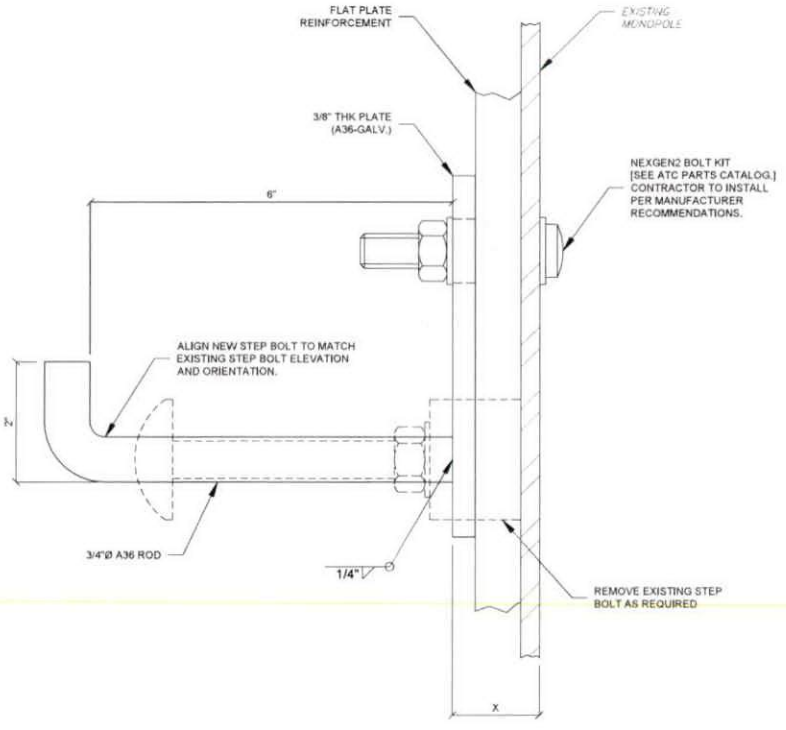
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PLATE REINFORCEMENT
WELD DETAILS

SHEET NUMBER:	REVISION:
S-505	0



FRONT VIEW



SIDE VIEW

NEXGEN2 BLIND BOLTS (A490)		
ATC KIT NUMBER	ALLFASTENER	RANGE (IN)
NG-0625-0875-A490	2NG2060	0.625-0.875
NG-0938-1438-A490	2NG2036	0.9375-1.4375
NG-1438-1875-A490	2NG2048	1.4375-1.875
NG-1875-2250-A490	2NG2057	1.875-2.25
NG-2250-2688-A490	2NG2068	2.25-2.6875
NG-2688-3750-A490	2NG2096	2.6875-3.75
NG-3750-5000-A490	2NG2127	3.75-5
NG-5000-8313-A490	2NG2212	5-8.3125

NOTES:

1. BLIND BOLT LENGTHS TO BE VERIFIED PRIOR TO FLAT PLATE AND STEP BOLT INSTALLATION. USE NEXGEN2 BLIND BOLT CHART.
2. STEP PEG SPACING IS NOT TO EXCEED 15" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE FLAT PLATE.

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REV.	DESCRIPTION	BY	DATE
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ATC SITE NAME:
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ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

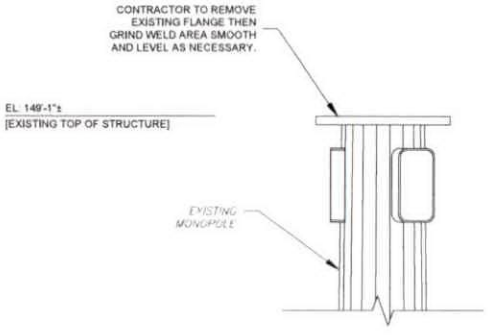
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

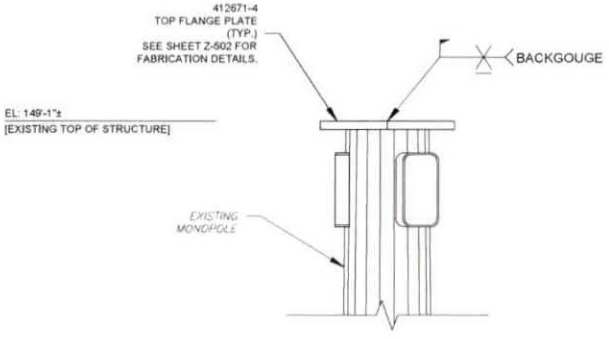
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FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS

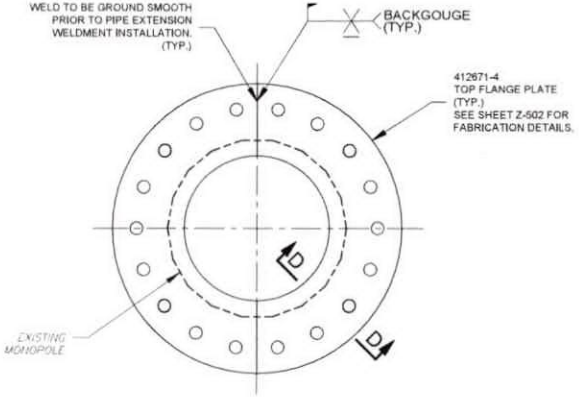
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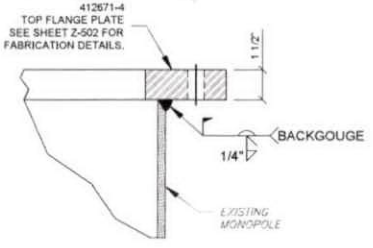
ELEVATION VIEW
EXISTING CONDITION



ELEVATION VIEW
TOP FLANGE PLATE INSTALLATION



PLAN VIEW
TOP FLANGE PLATE INSTALLATION



SECTION "D-D"
FLANGE PLATE WELD DETAIL

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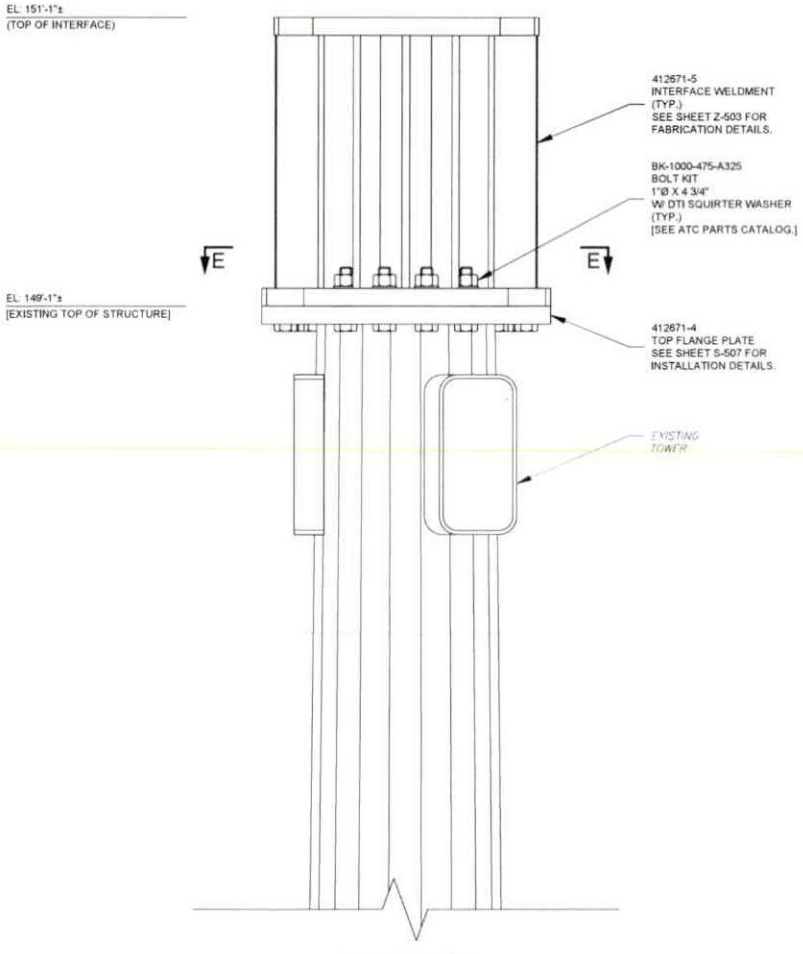
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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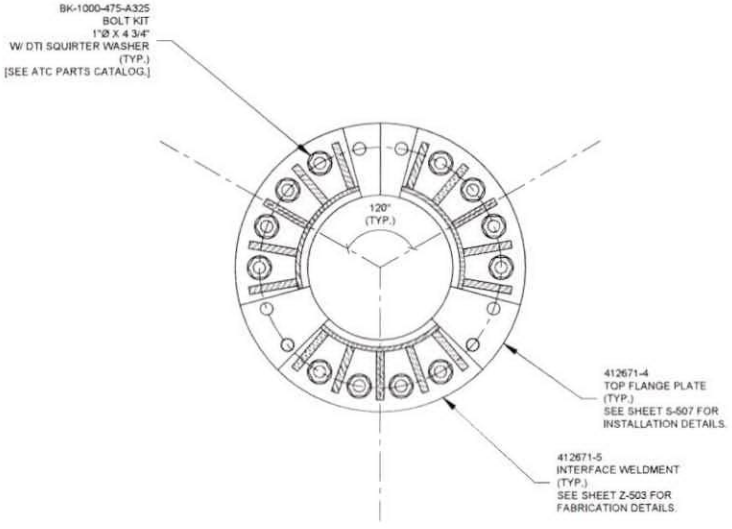
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TOP FLANGE PLATE
INSTALLATION DETAILS

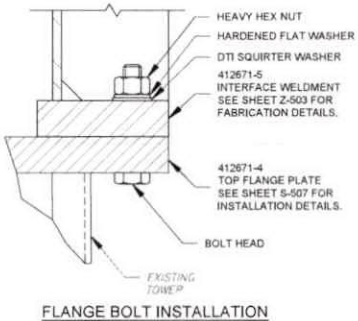
SHEET NUMBER:	REVISION:
S-507	0



ELEVATION VIEW
INTERFACE INSTALLATION



SECTION "E-E"
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. **ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.**
2. **PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.**

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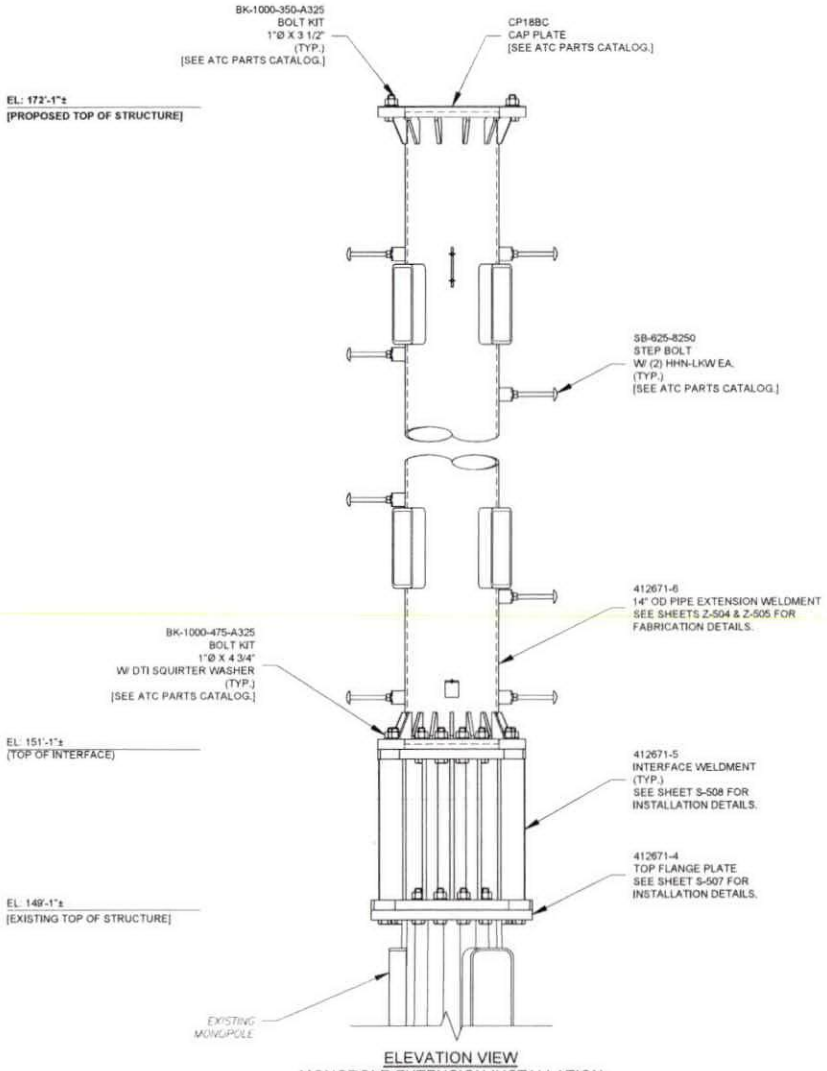
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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DATE DRAWN:	02/25/25
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INTERFACE WELDMENT
INSTALLATION DETAILS

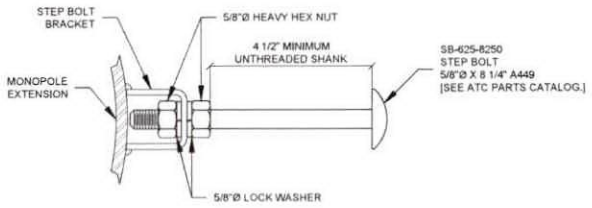
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S-508	0



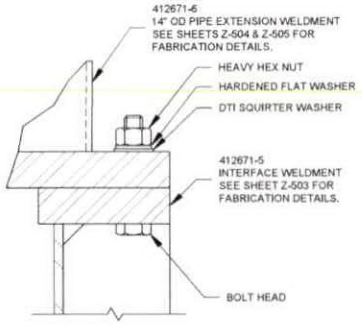
ELEVATION VIEW
MONOPOLE EXTENSION INSTALLATION

NOTES:

1. ALIGN NEW EXTENSION WELDMENT SAFETY CLIMB BRACKETS TO MATCH EXISTING SAFETY CLIMB SYSTEM AND CLIMBING PATH.
2. REMOVE EXISTING SAFETY CLIMB CABLE AND ASSOCIATED HARDWARE / MOUNTS. INSTALL NEW ATC-APPROVED SAFETY CLIMB SYSTEM WITH NEW 3/8"Ø SAFETY CLIMB CABLE. ENSURE 100% TIE-OFF IS MAINTAINED AND CABLE IS FREE OF ALL OBSTRUCTIONS. CONTRACTOR SHALL INSTALL THE PROVIDED SAFETY CLIMB IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.



STEP BOLT INSTALLATION
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.
2. PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.

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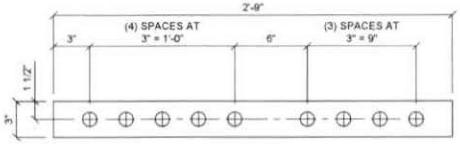
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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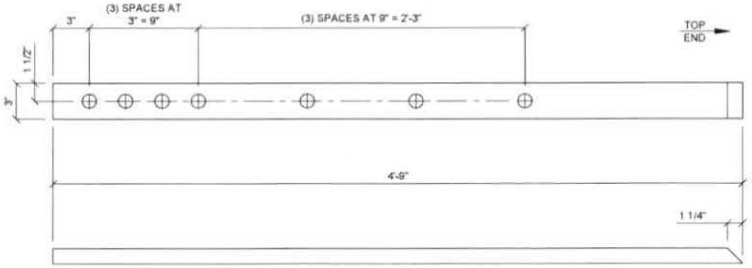
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
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MONOPOLE EXTENSION
INSTALLATION DETAILS

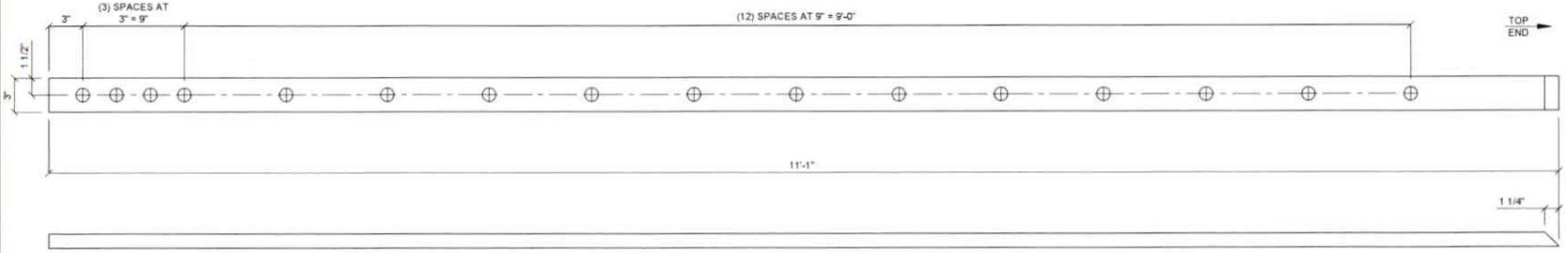
SHEET NUMBER:	REVISION:
S-509	0



412671-3
SPLICE PLATE



412671-2
PLATE REINFORCEMENT



412671-1
PLATE REINFORCEMENT

412671-3	PL 1 1/4" X 3"	2'-9"		35.1#	36.8#
412671-2	PL 1 1/4" X 3"	4'-9"		60.6#	63.6#
412671-1	PL 1 1/4" X 3"	11'-1"		141.4#	148.5#
PART NO.	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**	**GALV WT**
MATERIAL: A572 GR. 65		**FINISH:** GALVANIZED		**HOLES:** 1-3/16"Ø	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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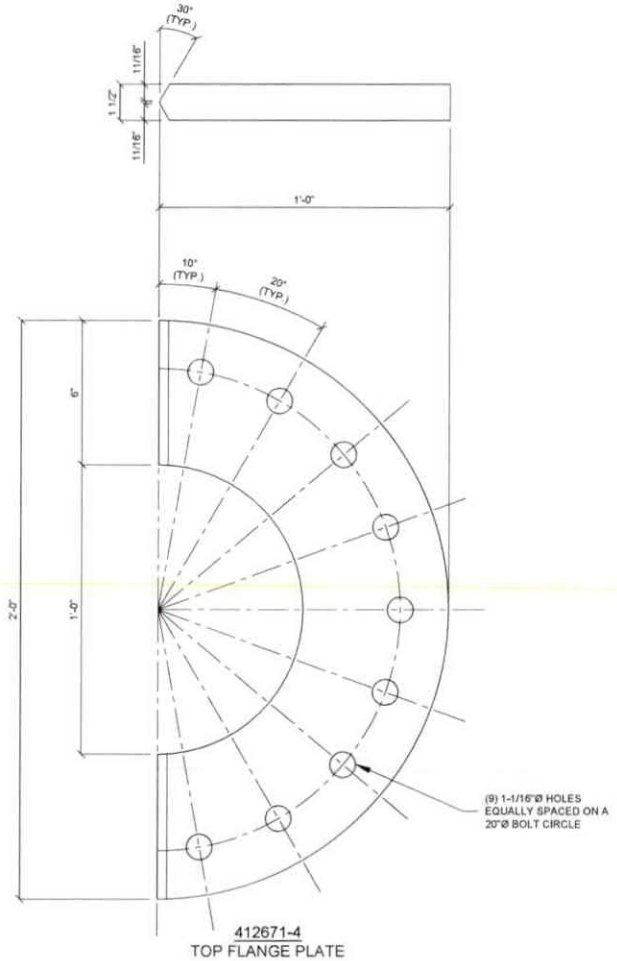
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

PLATE REINFORCEMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-501	0



412671-4
TOP FLANGE PLATE

412671-4	PL 1 1/2" X 12"	2'-0"	A572 GR. 50 / ROUND	72.2#	75.8#
PART NO.	DESCRIPTION	LENGTH	NOTES	BLK WT	GALV WT
MATERIAL: A36 U.N.O.		FINISH: GALVANIZED		HOLES: AS NOTED	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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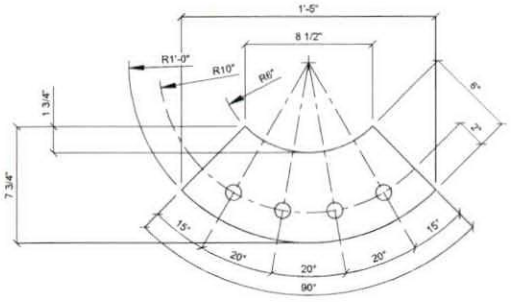
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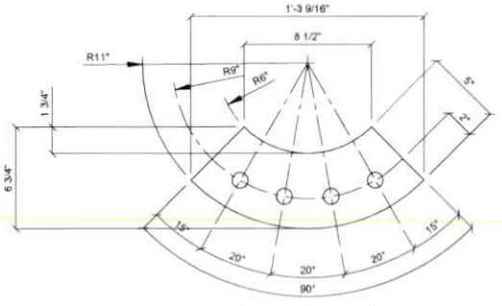
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DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

TOP FLANGE PLATE
FABRICATION DETAILS

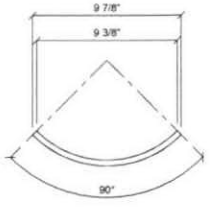
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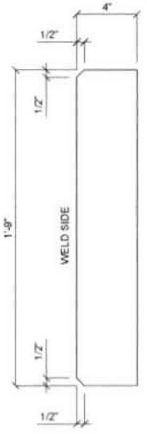
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FLANGE PLATE



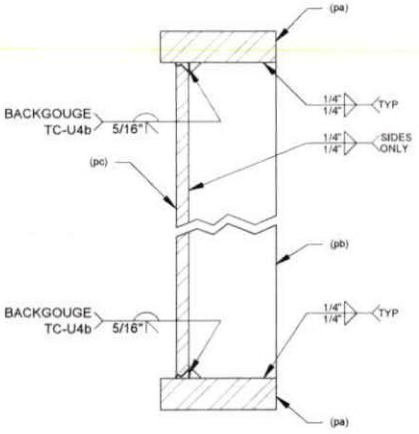
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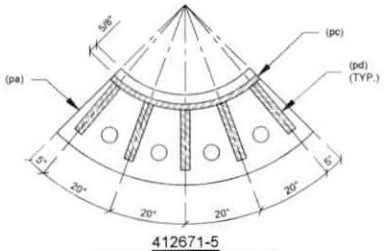
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PARTIAL PIPE



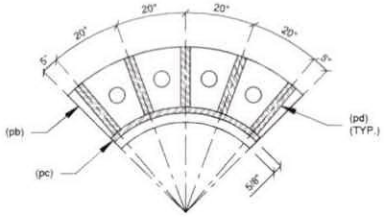
(pd)
STIFFENER



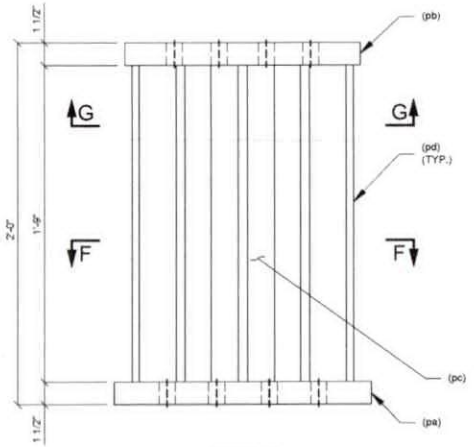
WELD DETAIL
TYPICAL DETAIL



412671-5
INTERFACE WELDMENT
SECTION "F-F"



412671-5
INTERFACE WELDMENT
SECTION "G-G"



412671-5
INTERFACE WELDMENT
ELEVATION VIEW

(pd)	5	PL 5/8" X 4"	1'-9"	A53 GR. B		74.2#
(pc)	1	14" OD X 0.375 PARTIAL PIPE	1'-9"	A53 GR. B		23.9#
(pb)	1	PL 1 1/2" X 6 3/4"	1'-3 9/16"	SHAPE		28.4#
(pa)	1	PL 1 1/2" X 7 3/4"	1'-5"	SHAPE		36.1#
412671-5	1	INTERFACE WELDMENT	2'-0"			162.6#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**		**BLK WT**
MATERIAL: A572 GR. 50		**FINISH:** GALVANIZED	**HOLES:** 1-1/16"Ø		**GALV WT:**	170.7#

TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.

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6710 OLD SHELL ROAD
MOBILE, AL 36608

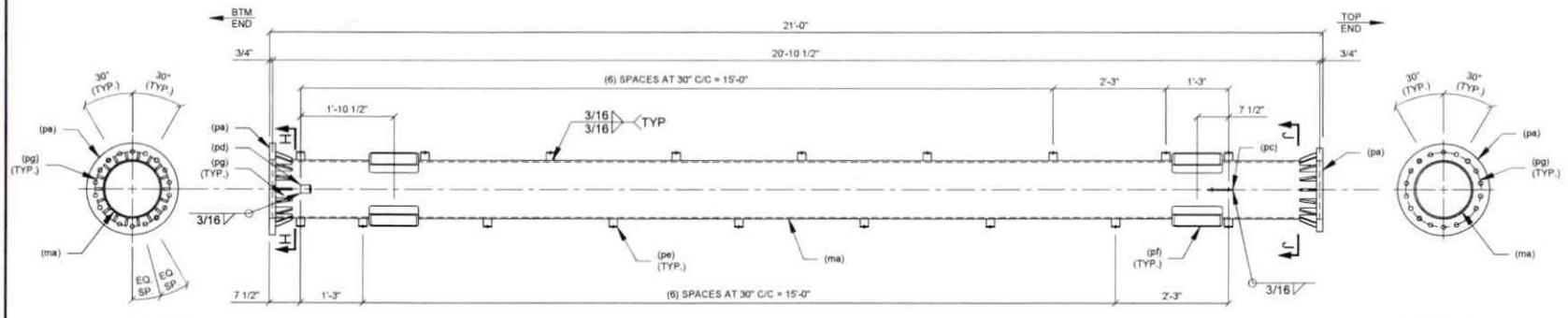
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

INTERFACE WELDMENT
FABRICATION DETAILS

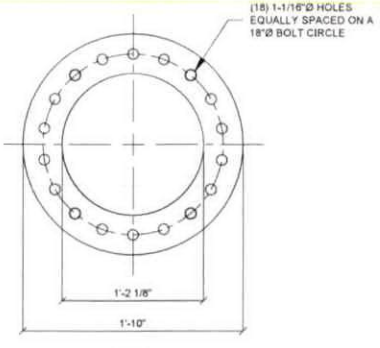
SHEET NUMBER:	REVISION:
Z-503	0



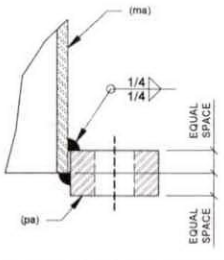
SECTION "H-H"

TOP VIEW

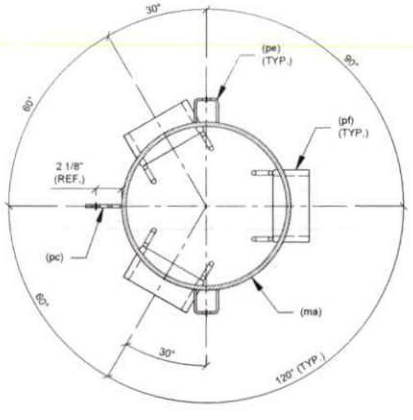
412671-6
14" OD PIPE EXTENSION WELDMENT



(pa)



FLANGE PLATE WELD DETAIL
TYPICAL DETAIL BOTH ENDS



SECTION "J-J"

PART NO.	QTY	DESCRIPTION	LENGTH	NOTES	SHEET	BLK WT
(pg)	24	PL 1/2" X 2"	0'-4"	A572 GR. 50 / SHAPE	Z-505	17.9#
(pf)	6	PORTHOLE WELDMENT	0'-3"		Z-505	85.2#
(pe)	18	STEP BOLT BRACKET	0'-2"		Z-505	10.8#
(pd)	1	L 3" X 2 1/2" X 1/4"	0'-2"		Z-505	0.8#
(pc)	1	PL 1/4" X 3"	0'-6"		Z-505	1.3#
(pa)	2	PL 1 1/2" X 22"	1'-10"	A572 GR. 50 / ROUND	Z-504	190.1#
(ma)	1	14" OD X 0.375" PIPE	20'-10 1/2"	A53 GR. B / SC2E	Z-504	1140.2#
412671-6	1	14" OD PIPE EXTENSION WELDMENT	21'-0"		Z-504	1446.2#
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** AS NOTED		**GALV WT:**	1518.5#

TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

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REV.	DESCRIPTION	BY	DATE
0			02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

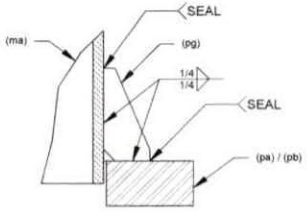
Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
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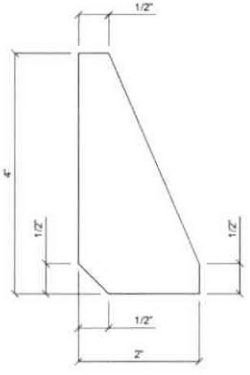
MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-504	0

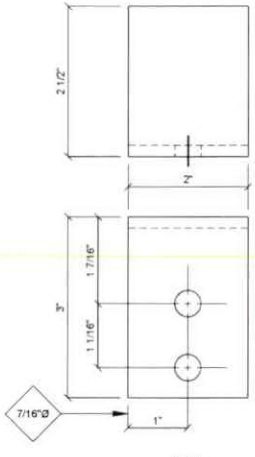
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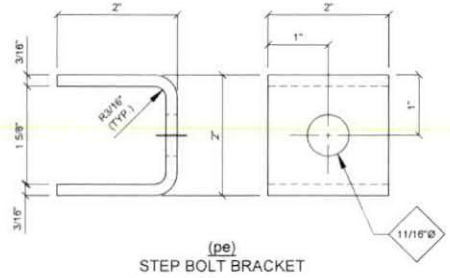
STIFFENER WELD DETAIL
TYPICAL DETAIL BOTH ENDS



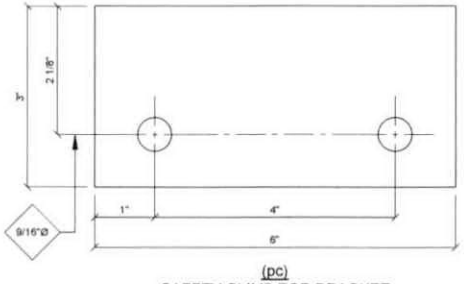
(pg)
STIFFENER



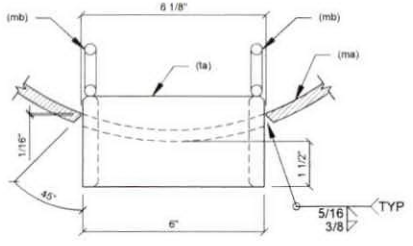
(pd)
SAFETY CLIMB STANDOFF BRACKET



(pe)
STEP BOLT BRACKET



(pc)
SAFETY CLIMB TOP BRACKET



(pf)
PORTHOLE INSTALLATION
WELDING DETAIL

(pf)
PORTHOLE DETAIL
NOTE: CHAMFER ALL
INSIDE EDGES 1/8" (TYP.)

(mb)
KELLUM HOOK

(mb)	2	3/8"Ø SR	0'-5 1/16"		0.3#
(ta)	1	HSS 12" X 6" X 0.500"	0'-3"	A500 GR. B	13.9#
(pf)	1	PORTHOLE WELDMENT	0'-3"		14.2#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** N/A	**GALV WT:** N/A	

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Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

MONOPOLE EXTENSION
SUB-WELDMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-505	0

Planning Commission
November 20, 2025

Agenda Item # 7

MOD-003487-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
6710 Old Shell Road

Applicant / Agent:
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

Property Owner:
DAC Properties, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately following all approvals

Proposal:

- Modification of a previously approved Planning Approval.

Considerations:

1. Modification of a previously approved Planning Approval with eight (8) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, the site was assigned an R-1, Single-Family Residential District zoning classification.

In September 1993, the Planning Commission considered a request for Rezoning from R-1 to B-2, Neighborhood Business District, but recommended denial of the request. The City Council ultimately approved the Rezoning.

In October 1993, the site was made a legal lot of record with the approval and recording of the three (3)-lot Nolfe Commercial Subdivision.

In October 1994, a Planned Unit Development (PUD) was approved by the Planning Commission to allow retail and storage warehouses on the site.

In August 1996, the Planning Commission approved a Planning Approval to allow a 150-foot-tall steel monopole communications tower on the site.

In October 1996, the Board of Zoning Adjustment approved Tower Height and Setback Variances to allow a 150-foot-tall steel monopole communications tower in a B-2 District, with a reduced setback from the property lines less than the tower height.

In October 2000, the Board approved a Use Variance to allow a boat and RV storage facility in a B-2 District for the site.

On October 6, 2025, the Board was scheduled to hear Height and Setback Variances for the subject site to amend the Tower Height and Setback Variances approved in October 1996 to allow a 172.1-foot tall telecommunications tower. However, that application was heldover to the November 3, 2025 Board meeting to allow the applicant to have a representative present. That application was subsequently heldover from the November meeting to the December 1st meeting due to a staff determination that a Residential Buffer Variance would also be necessary due to the fact that there is now a residential apartment complex with buildings within the 200-foot (or 150% of the tower height) separation requirement from the tower.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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 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:

No comments.

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:

The applicant proposes to extend the height of the existing telecommunications tower on the subject site from the 150 feet approved by the August 1996 Planning Approval, to 172.1 feet. As Planning Approvals are site-plan- and use-specific, a Major Modification is now required by the Unified Development Code (UDC) to modify any aspects of the previous approval.

The subject site is zoned B-2, Neighborhood Business Suburban District, in which a Special Exception is now required by the Unified Development Code (UDC) through the Board of Zoning Adjustment for Telecommunications Facilities which require a Class 4 permit. The Zoning Ordinance required a Planning Approval for telecommunications facilities in a B-2 District at the time of the tower's original approval in 1996. The UDC now requires that approval to be modified via a Major Modification; hence this application. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) was scheduled to hear Tower Height and Setback Variances at its November 3, 2025 meeting to allow the increased tower height and reduced property line setbacks in a B-2, Neighborhood Business Suburban District. However, prior to that meeting, staff also determined that, due to the recently constructed Ivy Row at South apartment complex, a Residential Buffer Variance would also be required, as buildings within that complex are within the required 200-foot (or 150% of the tower height) required separation. If this Modification is approved, it should be subject to the approval of Tower Height, Tower Setback and Tower Residential Buffer Variances being reviewed by the Board of Zoning Adjustment.

Modification of the previously approved Planned Unit Development (PUD) is not necessary at this time since no changes to the site configuration are proposed with this request. However, any future development or redevelopment may require additional PUD and Planning Approval modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the final Planning Approval site plan.

If approved, a revised Modified Planning Approval site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
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:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

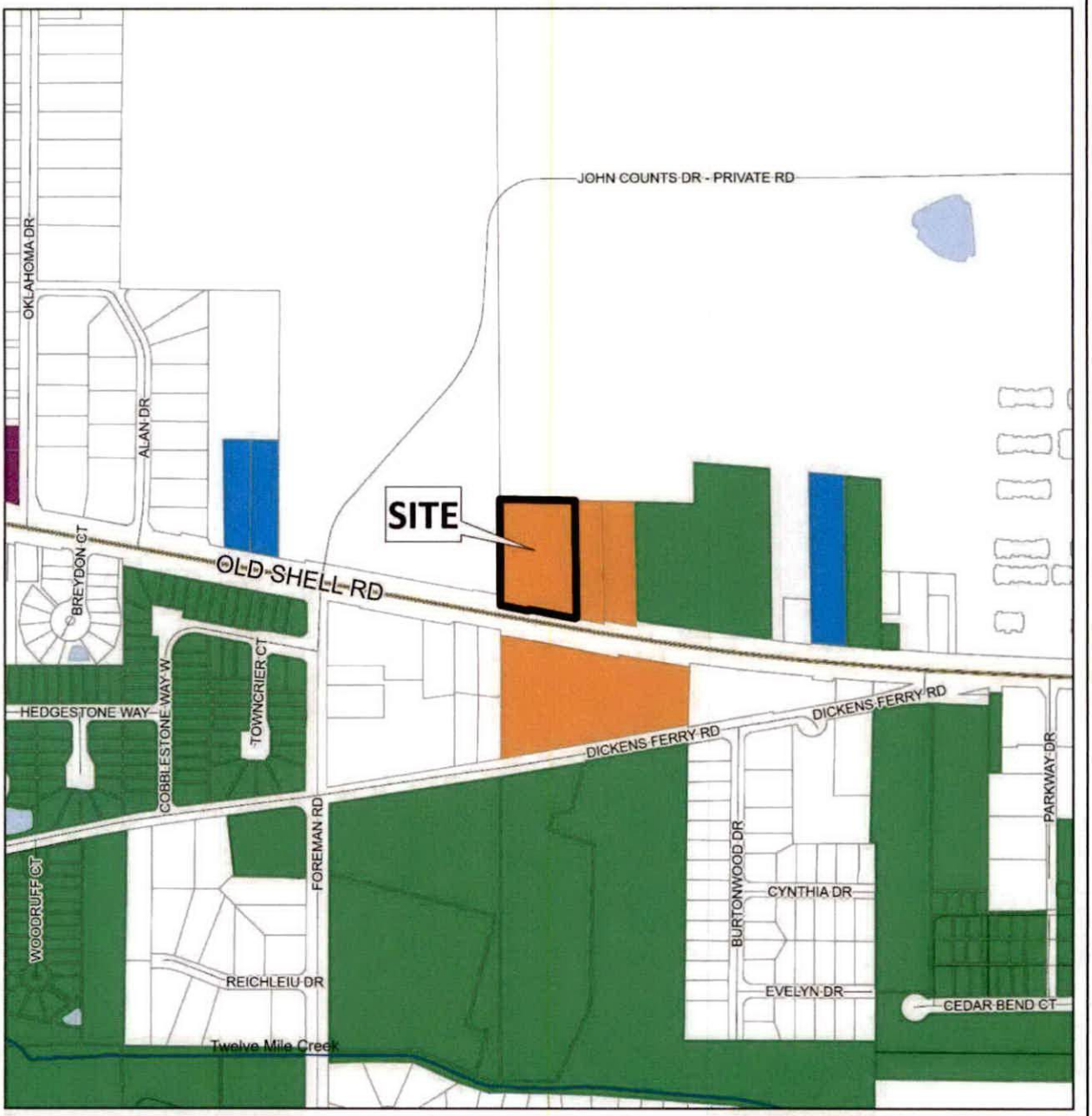
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 20, 2025

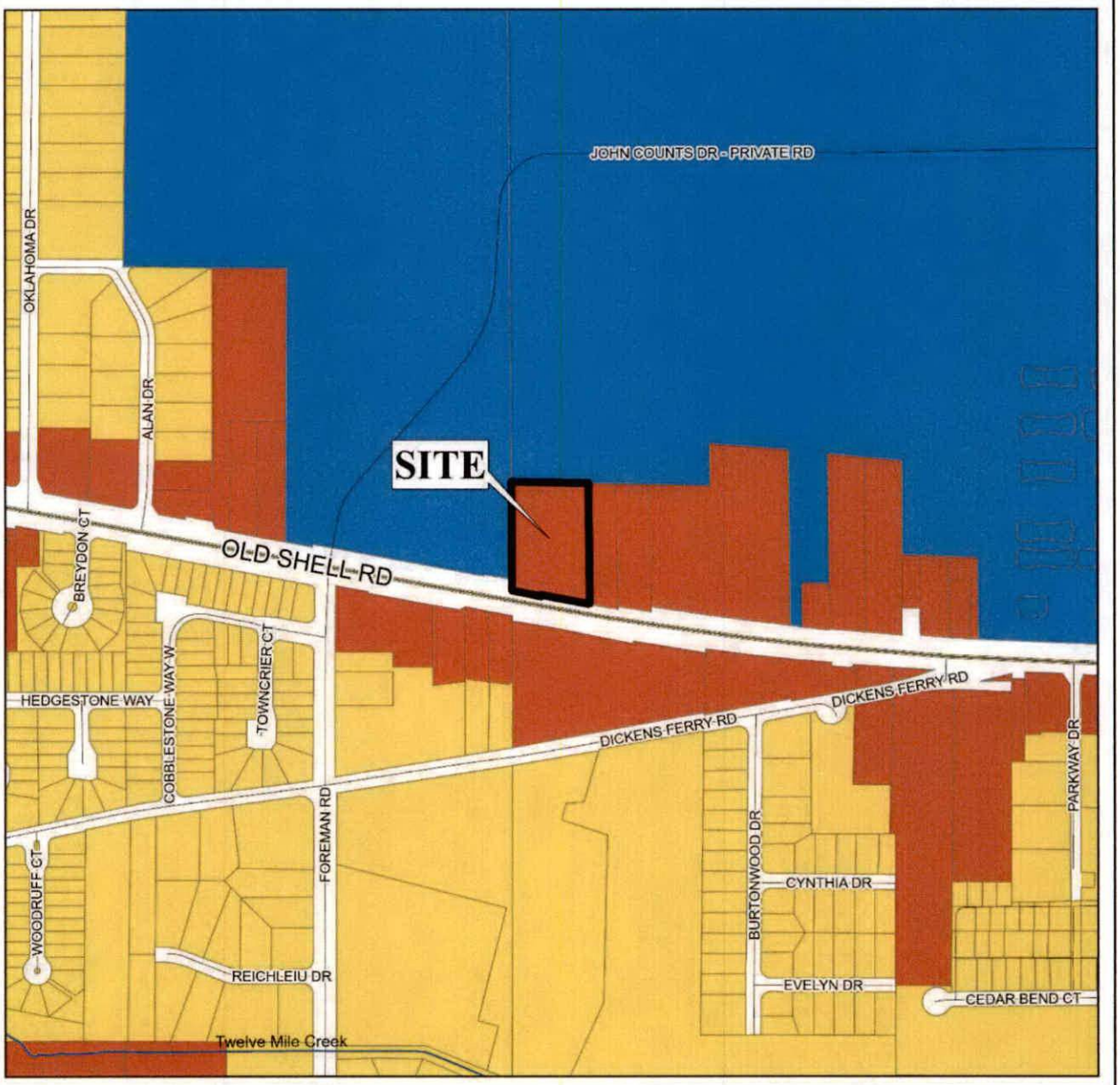
APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

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FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

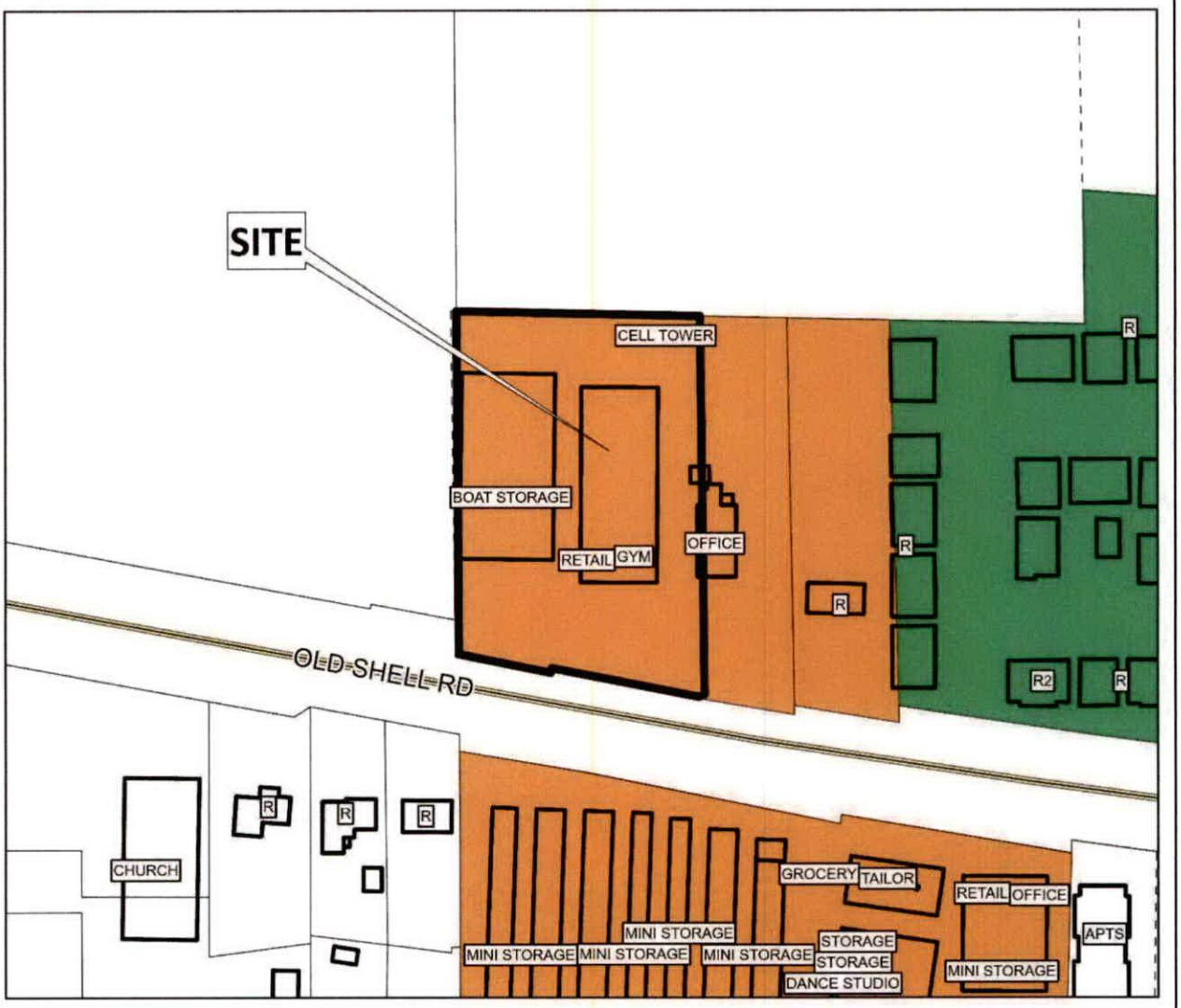
REQUEST PA Modificaion

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	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

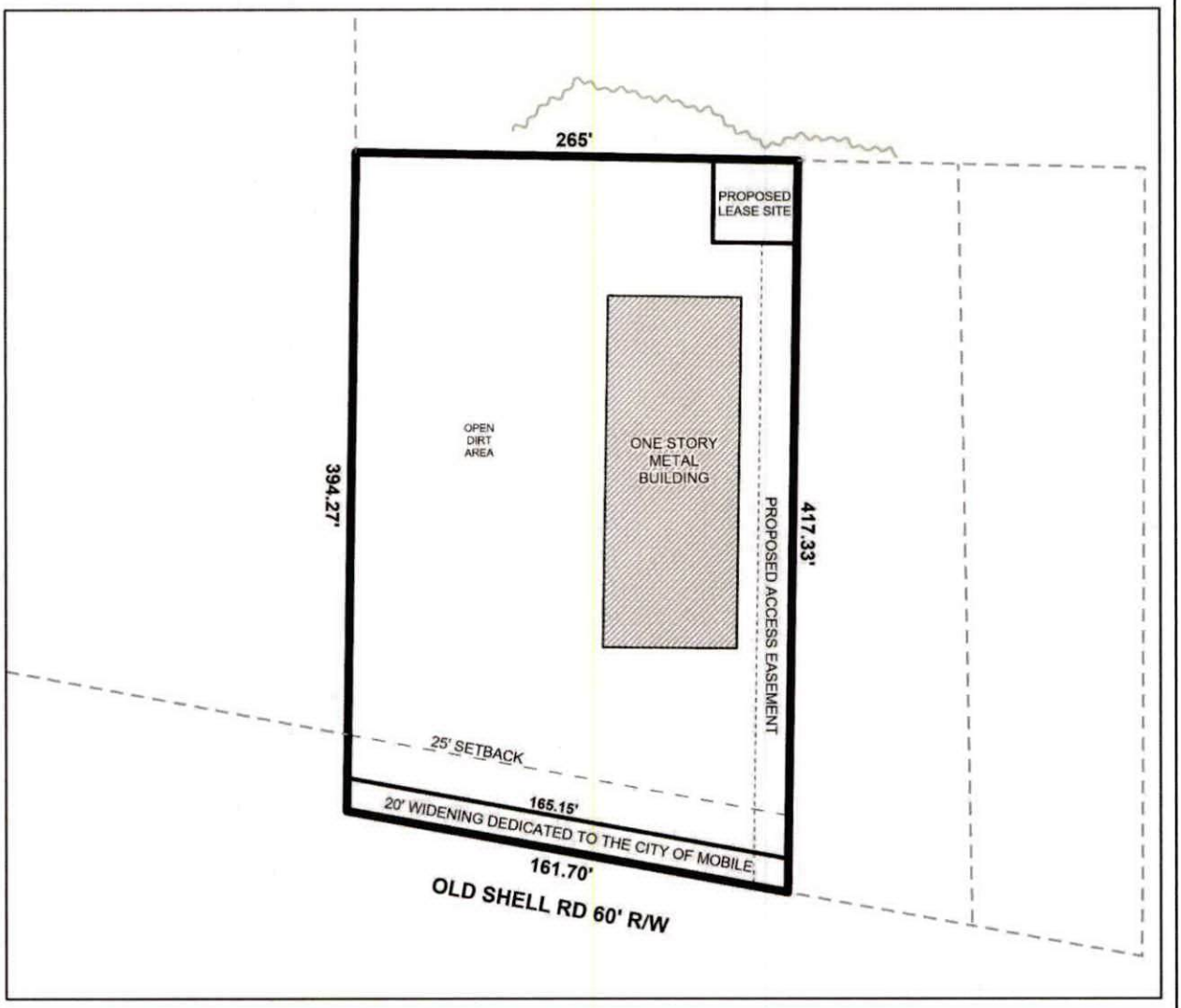
REQUEST PA Modificaion

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

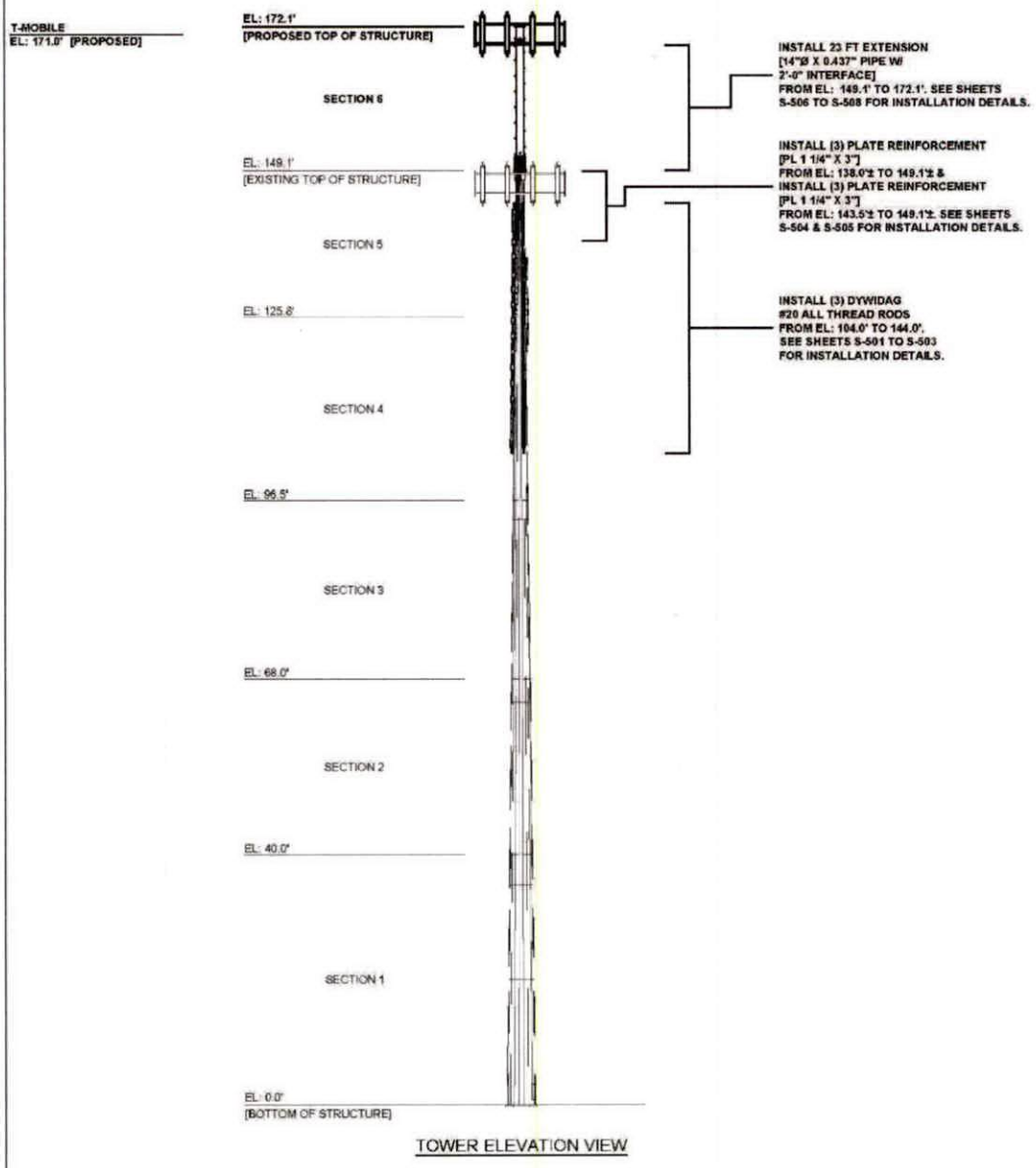
SITE PLAN



The site plan illustrates existing buildings, proposed tower placement, and setbacks.

APPLICATION NUMBER 7 DATE November 20, 2025 APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent) REQUEST PA Modificaion	N NTS

DETAIL SITE PLAN



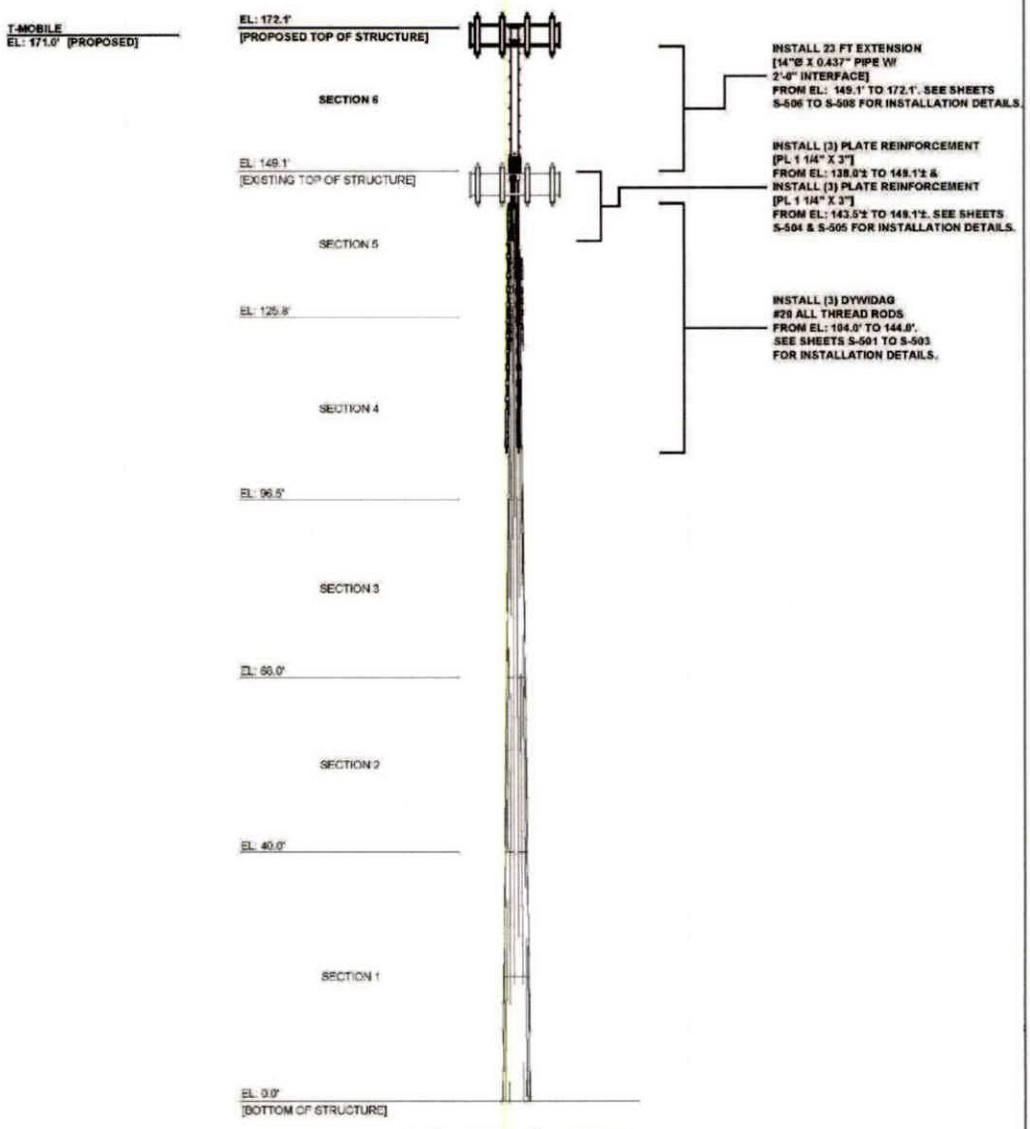
TOWER ELEVATION VIEW

APPLICATION NUMBER	7	DATE	November 20, 2025
APPLICANT	American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)		
REQUEST	PA Modificaion		

N

NTS

DETAIL SITE PLAN



TOWER ELEVATION VIEW

APPLICATION NUMBER _____ DATE _____

APPLICANT _____

REQUEST _____

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S		○								○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■		■	■	■					■															○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)							■			U	○	○																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U	■	■	○	■	○	○	○									■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				S			S	■	S	S	○									■	■								○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)															■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

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

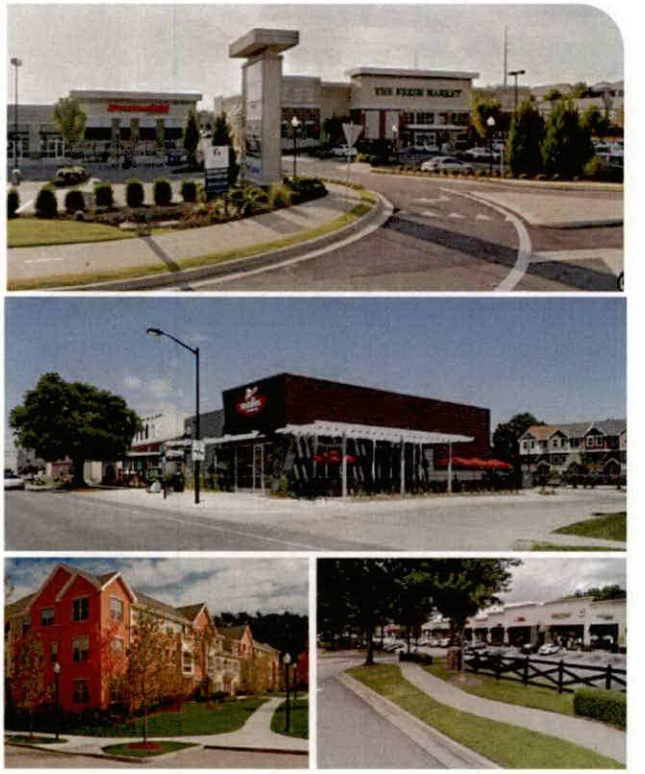
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Acadian
AMBULANCE SERVICE

NATIONALLY ACCREDITED

P.O. Box 92970 • Lafayette, LA • 70509-2970

ESOP

Ambulance Dispatch
511
800-259-1111

Administration
337-291-3333
800-259-3333

Billing
800-259-2222

July 29th, 2025

To District Chief Jared Parker:

Please find our application for an ambulance permit within the City of Mobile.

As part of this application there are the following attachments:

- Records check from MPD for Timothy J. Burke
- Section 59-4 Insurance. Attached is the Certificate of Liability Insurance listing the City of mobile as a Certificate Holder.
- A list of the initial units that will operate within the city at start up.
- Section 4- Financial Responsibility-Copy of 2024 Audited Financials for Acadian Ambulance Service. These are marked as Proprietary and Confidential.
- A copy of Tim Burke's Drivers License
- Overview of Section 5- 5.1 Nature of Proposed Service and 5.2 Demand Justification and company overview of 2024 statistics

Please reach out to me directly with any questions you may have.

Respectfully,

Alan Ashley

Community Relations Director
alan.ashley@acadian.com
504-210-6947

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 6 of the Mobile City Code requires every person who desires to operate an ambulance service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN_Ambulance.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Fire Department to review the application and the information provided therein. The Fire Department shall report to the Public Safety Director any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Public Safety Director has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 6-34 of the City Code for the factors that will be considered by the City Council**: https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- **Items to submit to the Fire Department: (after City Council approval)**
  - Dispatch contact information and supervisor contact information (to include after hours number and email)
  - Locations Units are housed
  - Personnel Roster (to include State License # and NREMT # and expiration date.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

City of Mobile – Fire-Rescue Department

Application for Certificate of Public Convenience and Necessity (Ambulance Operation)

Per City Ordinance Sec. 6-32

The undersigned, Timothy J. Burke individually or on behalf of Acadian Ambulance Service of Alabama, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

Section 1 – Applicant Information

1.1 Legal Name of Applicant (Individual/Partnership/Corporation):

Acadian Ambulance Service of Alabama, LLC

1.2 Business Address: 22 Midtown Park, Mobile, AL 36602

1.3 Trade Name (if different): _____

1.4 Telephone Number: (504) 374-2800

1.5 Type of Entity: ☐ Individual ☐ Partnership ■ Corporation ☐ Association

If Individual:

- Birthdate: _____ SSN: _____

- Current Address: 208 Black Oak Lane, Madisonville, LA 70447

- Telephone Number: _____ Driver's License #: _____

- Length of Residency in Mobile County: Years: _____ Months: _____

- U.S. Citizenship: Yes ____ No ____

I attest, under penalty of perjury, that I am:

_____ A citizen or national of the United States
_____ A lawful permanent resident

(Alien # A_____)
_____ an alien authorized to work until ___/____/____

If Partnership/Association:

- Business Address:

- Partner(s) Name, Age, Address:

If Corporation:

- Officers & Directors (Name and Address):

Acadian Ambulance Service, Inc., Member

Timothy J. Burke, Manager

List all unpaid judgements against any person listed, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

NONE

Section 2 – Vehicles and Operations

2.1 Number of Vehicles to be Operated: 4

2.2 Vehicle Details (attach fleet list if more than 3): ☐ Check if Sheet Attached

| Unit # | Year | Make | Model | VIN | Tag # | Mileage | Type | Color Scheme |

See attached

2.2 Service Provider License

2.2.1 Is the ambulance service currently licensed with Alabama Department of Public Health Office of EMS (ADPH OEMS) ☐ Yes ■ No

2.2.2 If yes, please provide: License Number Application filed concurrently _____ Exp. Date _____

2.2.3 Level of Current Licensure with ADPH OEMS (check all that apply)

ALS1 CC ☐ ALS1☐ ALS2 ☐ ALS3 ☐ BLS ☐

Section 3 – Legal & Liability History

3.1 Have you ever been convicted of a crime related to ambulance operations? ☐ Yes ■ No

If yes, explain:

3.2 Are there any claims or judgments for damages from negligent operation of a vehicle against you, your associates, or employees? ☐ Yes ■ No

If yes, explain:

Section 4 – Financial Responsibility

4.1 Describe your financial ability to comply with the provisions of the ordinance:

(Attach financial statements or proof of solvency if available)
See attached 2024 Audited Financials of sole Member, Acadian Ambulance Service, Inc.

Section 5 – Nature of Proposed Service (add attachments as needed)

5.1 Type and Character of Proposed Service:

Emergency and Non-Emergency Ambulance Service

See Attached

5.2 Demand Justification (Explain why the service is needed):

See Attached

5.3 Applicant's Experience in Ambulance Service (including Mobile):

Acadian Ambulance Service, Inc., the sole member of Acadian Ambulance Service of Alabama, LLC, has been in business for more than 53 years.

See Attached

5.4 Duration of Previous Service in Mobile (if applicable):

Section 6 – Insurance Documentation

6.1 Attach letter from your insurance carrier stating that required coverage is available and will be active prior to certificate issuance, naming the City of Mobile as additional insured.

☒ Insurance Letter Attached

Section 7 – Oath and Signature

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. That all employees of this business undergo background checks within the State of Alabama and meet all federal employment requirements.
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 6 of the Mobile City Code;
5. I agree to comply with the City of Mobile Fire Department's Ambulance Service Policy, including all BLS dispatch requirements
6. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant Name (Printed): Timothy J. Burke

Signature: _____

Date: July 28, 2025

Notary Public: _____

Subscribed and sworn before me this 29th day of July, 2025

Notary Signature: _____

Commission Expires: is for Life

MELISSA BECNEL
Notary Public - State of Louisiana
Notary ID Number 178236

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

NAME: Timothy J. Burke

Date of Birth: 07/03/1960 Security #: 439159635

Present Address 208 Black Oak Lane, Madisonville, LA 70447-9364

Home Phone Number: 5044952518 . Work Phone Number: 504-374-2800

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Acadian Ambulance Service, Inc., P.O. Box 98000, Lafayette, LA 70509

Present Position/Title: Regional Vice President

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None	None	None	None

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
None

Give nature of all transactions or acts giving rise to these judgements.
None

Give name and location of court in which judgements were entered and date entered.
None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

7/29/25
Date Signed

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Timothy J. Burke

Nickname(s) or Maiden Name: _____

Current Address: 208 Black Oak Lane, Madisonville, LA 70447

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Brown

Eye Color: Brown

Social Security Number: 439159635

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

7/29/25

Date signed

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars ($1,000,000.00) each person; and

2. One million dollars ($1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

2. Five hundred thousand dollars ($500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars ($100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of $500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

Ernst & Young LLP
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701 Poydras Street
New Orleans, LA 70139

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ey.com

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Report of Independent Auditors

The Board of Directors
Acadian Ambulance Service, Inc.

Opinion

We have audited the consolidated financial statements of Acadian Ambulance Service, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive income, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

April 30, 2025

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Acadian Ambulance Service, Inc.

Consolidated Balance Sheets

	December 31 2024	2023
Assets		
Current assets:		
Cash and cash equivalents	**$ 26,644,533**	$ 14,041,957
Restricted short-term investments	**10,995,925**	10,699,964
Trade accounts receivable	**125,303,795**	174,263,000
Other receivables	**25,326,255**	23,613,885
Supplies inventory	**12,262,988**	11,714,707
Prepaid expenses and other assets	**22,599,007**	21,032,026
Receivables from officers	**–**	33,265
Total current assets	**223,132,503**	255,398,804
Property and equipment:		
Land	**2,444,805**	2,444,805
Building and improvements	**37,654,595**	36,707,080
Emergency vehicles and aircraft	**160,886,201**	149,551,340
Medical and other equipment	**196,012,415**	185,392,210
	396,998,016	374,095,435
Less accumulated depreciation	**311,480,648**	299,184,185
	85,517,368	74,911,250
Other assets:		
Cash value of life insurance	**9,429,721**	11,255,246
Other	**163,940**	163,940
Right-of-use asset – operating leases	**17,294,048**	13,040,237
Intangible assets, less accumulated amortization of $14,272,186 and $9,919,175 at December 31, 2024 and 2023, respectively	**6,506,607**	9,650,398
	33,394,316	34,109,821
Total assets	**$ 342,044,187**	$ 364,419,875

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Acadian Ambulance Service, Inc.

Consolidated Balance Sheets (continued)

	December 31 2024	2023
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	**$ 25,840,692**	$ 21,053,574
Accrued salaries and wages	**30,664,010**	30,021,972
Accrued stock appreciation rights	**23,999,023**	16,133,170
Deferred compensation – current portion	**1,395,000**	3,931,000
Note payable – current portion	**1,097,470**	1,050,000
Operating lease liability – current portion	**3,848,372**	3,301,521
Insurance reserves and other accrued liabilities	**63,902,388**	59,813,720
Deferred membership fees and contract services	**1,620,292**	1,891,395
Total current liabilities	**152,367,247**	137,196,352
Long-term debt, less current portion	**136,800,976**	98,131,542
Operating lease liability, less current portion	**13,507,798**	9,834,544
Deferred compensation, less current portion	**65,336,355**	48,225,680
Stockholders' equity (deficit):		
Common stock – no par value, at stated capital amount; authorized 50,000,000 shares, issued 28,476,000 shares at December 31, 2024 and 2023, 6,590,487 and 9,383,158 shares outstanding at December 31, 2024 and 2023, respectively	**2,820**	2,820
Additional paid-in capital	**107,645,827**	105,299,299
Treasury stock –21,885,513and 19,092,842 shares at cost at December 31, 2024 and 2023, respectively	**(528,794,152)**	(363,749,883)
Retained earnings	**395,193,886**	329,402,471
Accumulated other comprehensive income	**(16,570)**	77,050
Total stockholders' equity (deficit)	**(25,968,189)**	71,031,757
Total liabilities and stockholders' equity (deficit)	**$ 342,044,187**	$ 364,419,875

See accompanying notes.

Proprietary and Confidential

Acadian Ambulance Service, Inc.

Consolidated Statements of Comprehensive Income

	Year Ended December 31	
	2024	**2023**
Patient service revenue	**$ 546,176,744**	$ 479,235,805
Safety consulting services	**15,786,710**	25,097,921
Medical standby services	**48,020,764**	49,525,323
Other revenue	**39,187,143**	39,889,600
Contract services	**13,908,018**	14,143,542
Membership fees	**1,016,383**	998,535
Total operating revenue	**664,095,762**	608,890,726
Expenses:		
Salaries and wages	**309,391,711**	290,792,662
Employee benefits	**77,078,450**	54,465,776
Supplies and services	**44,856,898**	42,819,514
Other	**31,182,157**	30,656,317
Depreciation	**28,915,655**	24,464,213
Fuel	**16,351,069**	17,378,953
Insurance	**38,874,464**	35,162,044
Aviation operating costs	**24,751,498**	24,435,392
Leases and rentals	**6,252,222**	5,260,996
Amortization of intangible assets	**4,524,189**	3,924,854
Repairs and maintenance	**19,552,978**	16,987,147
Promotion and membership campaign	**5,168,515**	5,216,050
Telephone and postage	**4,539,633**	4,955,319
Interest	**8,470,957**	6,195,551
Total expenses	**619,910,396**	562,714,788
Income from operations	**44,815,366**	46,175,938
Nonoperating gains:		
Gain on sale of assets	**1,412,319**	83,993
Gain on Officer's Life Insurance Redemption	**20,436,763**	–
Investment income	**712,772**	396,435
Other income	**587,355**	813,679
Total nonoperating gains	**23,149,209**	1,294,107
Income before income taxes	**67,334,575**	47,470,045
Income tax expense	**259,000**	259,000
Net income	**67,075,575**	47,211,045
Other comprehensive income:		
Net unrealized (loss) gain on derivative agreements	**(93,620)**	19,478
Comprehensive income	**$ 66,981,955**	$ 47,230,523

See accompanying notes.

Proprietary and Confidential

Acadian Ambulance Service, Inc.

Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	$ 2,820	$ 102,516,367	$ (315,359,062)	$ 282,191,426	$ 57,572	$ 69,409,123
Net income	–	–	–	47,211,045	–	47,211,045
Other comprehensive income	–	–	–	–	19,478	19,478
Treasury shares contributed to the ESOP – at cost	–	–	1,342,264	–	–	1,342,264
Fair value adjustment of Treasury shares contributed to the ESOP	–	2,782,932	–	–	–	2,782,932
Stock repurchased by the Company	–	–	(49,733,085)	–	–	(49,733,085)
Balance at December 31, 2023	2,820	105,299,299	(363,749,883)	329,402,471	77,050	71,031,757
Net income	–	–	–	**67,075,575**	–	**67,075,575**
Other comprehensive income (loss)	–	–	–	–	**(93,620)**	**(93,620)**
Distributions to shareholders	–	–	–	**(1,284,160)**	–	**(1,284,160)**
Treasury shares contributed to the ESOP – at cost	–	–	**1,017,646**	–	–	**1,017,646**
Fair value adjustment of treasury shares contributed to the ESOP	–	**2,346,528**	–	–	–	**2,346,528**
Stock repurchased by the Company	–	–	**(166,061,915)**	–	–	**(166,061,915)**
Balance at December 31, 2024	**$ 2,820**	**$107,645,827**	**$ (528,794,152)**	**$ 395,193,886**	**$ (16,570)**	**$ (25,968,189)**

See accompanying notes.

Proprietary and Confidential

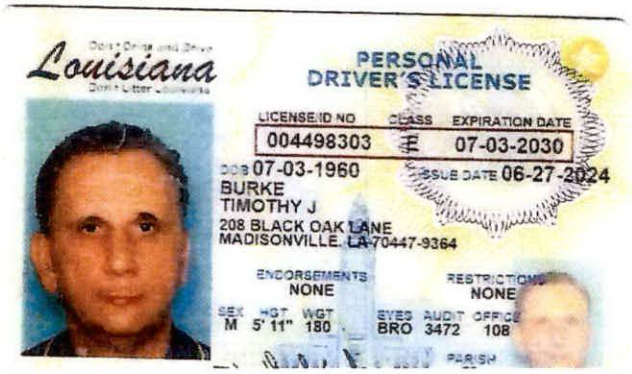
Acadian Ambulance Service, Inc.

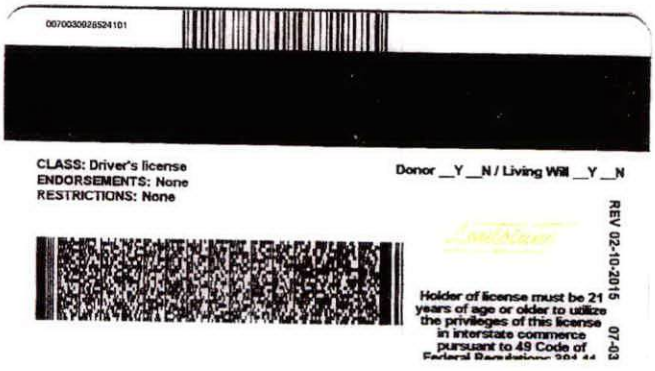
Consolidated Statements of Cash Flows

	Year Ended December 31 2024	2023
Operating activities		
Net income	**$ 67,075,575**	$ 47,211,045
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**33,439,844**	28,389,067
Gain on life insurance	**(20,436,763)**	–
Compensation expense – accrued stock appreciation rights	**7,865,853**	9,759,000
Compensation expense – ESOP shares contribution	**3,364,175**	4,125,196
Compensation expense – deferred compensation	**18,687,876**	11,263,004
Gain on sale of equipment and assets	**(1,412,319)**	(83,993)
Adjustment to cash surrender value – life insurance	**(121,500)**	163,301
Changes in operating assets and liabilities:		
Trade accounts receivable	**48,959,205**	(33,167,753)
Receivables from officers and affiliates, other receivables, and utility deposits	**(1,679,105)**	(5,709,493)
Supplies inventory, prepaid expenses, and other assets	**(2,115,262)**	(3,306,123)
Accounts payable and other liabilities	**7,387,391**	15,060,318
Deferred membership fees and contract services	**(271,103)**	684,338
Deferred compensation payments	**(4,113,201)**	(6,904,151)
Change in right-of-use assets and liabilities, net	**33,706**	(78,865)
Net cash provided by operating activities	**156,664,372**	67,404,891
Investing activities		
Purchases of property, plant, and equipment	**(38,985,260)**	(31,115,245)
Sales of equipment and assets	**1,625,233**	342,494
Premiums paid on life insurance assets	**-**	(336,000)
Acquisition of businesses	**(1,616,925)**	(3,852,500)
Proceeds from life insurance	**22,383,788**	–
Purchases of short-term investments, net	**1,331,445**	(335,398)
Net cash used in investing activities	**(15,261,720)**	(35,296,649)
Financing activities		
Proceeds from line of credit	**75,000,000**	35,000,000
Principal payments on line of credit	**(35,000,000)**	(10,000,000)
Principal payments on note payable	**(1,048,569)**	(1,000,783)
Dividend	**(1,284,161)**	–
Debt issuance cost	**(405,432)**	(597,517)
Treasury stock purchases	**(166,061,915)**	(49,733,085)
Net cash used in financing activities	**(128,800,077)**	(26,331,385)
Net change in cash and cash equivalents	**12,602,576**	5,776,857
Cash and cash equivalents at beginning of year	**14,041,957**	8,265,100
Cash and cash equivalents at end of year	**$ 26,644,533**	$ 14,041,957

See accompanying notes.

Proprietary and Confidential


Louisiana
PERSONAL
DRIVER'S LICENSE
LICENSE/ID NO
004498303
CLASS
E
EXPIRATION DATE
07-03-2030
DOB 07-03-1960
ISSUE DATE 06-27-2024
BURKE
TIMOTHY J
208 BLACK OAK LANE
MADISONVILLE, LA 70447-9364
ENDORSEMENTS
NONE
RESTRICTIONS
NONE
SEX HGT WGT
M 5' 11" 180
EYES AUDIT OFFICE
BRO 3472 108
PARISH


00700300265241O1
CLASS: Driver's license
ENDORSEMENTS: None
RESTRICTIONS: None
Donor __Y __N / Living Will __Y __N
REV 02-10-2015
Holder of license must be 21 years of age or older to utilize the privileges of this license in interstate commerce pursuant to 49 Code of
07-03

Acadian COMPANIES

STATISTICS | JAN–DEC. 2024

5,000+ EMPLOYEE-OWNERS

ESOP

100% EMPLOYEE-OWNED

ACADIAN AMBULANCE SERVICE

25 MILLION+
POPULATION SERVED

690,308
AMBULANCE TRANSPORTS

102,579
VAN TRANSPORTS

744
AMBULANCES

57,253.5
SQUARE MILES

49 MILLION+ MILES DRIVEN = APPROX.
5.49× AROUND THE EARTH EACH DAY

ACADIAN TOTAL SECURITY

17,136
MONITORED CAMERAS

17,519
SECURITY ACCOUNTS

7,398
MEDICAL ACCOUNTS

14,038
FLEET ACCOUNTS

SAFETY MANAGEMENT SYSTEMS

635,165
MAN HOURS WORKED

156
CUSTOMERS SERVED

3,806
PATIENTS TREATED

ACADIAN HEALTH

28,243
PATIENT ENCOUNTERS

31
MOBILE MEDICAL UNITS

STATES OF OPERATION:

LA, TX, FL, WI, MO, GA

NATIONAL EMS ACADEMY

2,504
PEOPLE TRAINED AS PARAMEDICS, EMTS, OR EMR/ECA

82% EMT PASS RATE
(79% NATIONAL AVG.)

85% PARAMEDIC PASS RATE
(86% NATIONAL AVG.)

114,552
RECERTIFICATIONS AND CBTS COMPLETED

AIR SERVICES

12
ROTOR-WING AIRCRAFT

4,926
ROTOR-WING PATIENT TRANSPORTS

8,799
ROTOR-WING FLIGHT HOURS

11,217
MISSIONS ASSIGNED

6,875
MISSIONS FLOWN

3
FIXED-WING AIRCRAFT

1,050
FIXED-WING FLIGHT HOURS

190
FIXED-WING PATIENT MEDICAL FLIGHTS

Learn more about our services at Acadian.com.

ESOP camts

Revised Feb 25 2025

Acadian
AMBULANCE SERVICE

NATIONALLY ACCREDITED

P.O. Box 92970 • Lafayette, LA • 70509-2970

ESOP

Ambulance Dispatch
911
800-259-1111

Administration
337-291-3333
800-259-3333

Billing
800-259-2222

Section 2.2 Service Provider License

Sections 2.2:

Acadian has already received preliminary approval of required policies and procedures and is in the final stage of submitting its application to the state.

Section 5-Nature of Proposed Service

5.1 type and Character: Acadian is a 54 year old employee owned EMS service that is CAAS accredited and operates as the largest 911 provider in the state of Louisiana, the largest private provider in Texas and the sole provider of EMS services for the past 25 years in neighboring Jackson County Mississippi. Also becoming the sole provider of EMS services for Harrison County Mississippi in 2024.

Acadian will offer the city both Advanced and Basic Life Support from units that will be based within the city. Acadian has identified and will open a base of operations within the city once our permit is granted. This operation will have local leadership that is supported by neighboring operations. Dr. Stephen Bell is our Medical Director for both Alabama and South Mississippi.

Acadian currently employs staff that are licensed in the state of Alabama and we have received multiple applications from area providers that do not work for any of the currently permitted providers. This means we will be adding EMS staff to the city as opposed to pulling existing providers. Neighboring operations will also offer dual licensed units and staff to support times of heavy demand

Acadian will offer the City Fire Department a dedicated unit on a mutually agreed upon schedule to offer stability to the system along with access for the Fire Department to track those units to improve response times.

Section 5.2 Demand Justification

We were aware of the longstanding challenges within the 911 system and began receiving calls from facilities asking us if we serviced Mobile or would be interested. We met with the City Fire Department and also area hospitals and found there to be a need for additional ambulance services. We have attached letters from two health system hospitals supporting the request. We are offering a partnership with the city' Fire Department to dedicate resources to offer a long term fix for a chronic issue as well as increased assets to help area hospitals decrease the time it takes to move patients. Increasing throughput can shorten ER delays, EMs drop off times and overall patient satisfaction.

SPRINGHILL MEDICAL CENTER

Jeffery M. St. Clair
President/CEO

March 18, 2025

Chief James Barber
Chief of Staff
City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Dear Chief Barber,

Please accept this letter of support for Acadian Ambulance Service to receive a permit to operate in the City of Mobile. Acadian is well known along the Gulf Coast and would be an excellent addition to the stressed services currently being offered in Mobile. You were a great help to us previously when allowing Med-Evac Ambulance to come to town. Things have improved immensely with their help. It is our opinion that another well established, efficiently operated service would be of further great benefit to the hospitals, patients and citizens on Mobile. Thank you for the consideration.

Sincerely,

Jeffery M. St. Clair
President/CEO
Springhill Medical Center

USA HEALTH
UNIVERSITY HOSPITAL

Sheri Salas
2451 University Hospital Drive
Mobile, AL 36617
251-471-7669
April 3, 2025

Acadian Ambulance Service
5749 Susitna Dr. Suite B
Harahan, LA 70123

Dear Acadian Ambulance Service:

On behalf of USA Health University Hospital as the Executive Director for the Transfer Center managing capacity and throughput as well as facility transports, I would like to extend support for you to extend operations into Mobile, AL. An additional EMS provider would only strengthen the ability to keep throughput moving for not only USA Health but all of the medical facilities in our community. Thank you for your interest.

Sincerely,

Sheri Salas

Sheri Salas
Executive Director Patient Care Coordination & Support Services

Personal Data Report

General Descriptors

Name:	BURKE, TIMOTHY J		
Address:	208 BLACK OAK LANE MADISONVILLE LOUISIANA 70447	**Nick Name:**	
Phone:	___-___-____		
Race:	W - WHITE	**DOB:**	7/3/1960
Sex:	M	**Age:**	65
Weight:	180	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: LA	**DL #:** 004498303	**DL Type:** NA	**SSN:** 439-15-9635
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: PW/lg
DATE: 7/30/25

ACADAMB-03 ECLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

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
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South
500 Dover Blvd
Ste.110
Lafayette, LA 70503

CONTACT NAME:
PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Westchester Surplus Lines Insurance Co.	10172
INSURER D : Arch Insurance Company	11150
INSURER E :	
INSURER F :	

INSURED
Acadian Ambulance Service, Inc.
Risk Management Department
P. O. Box 92881
Lafayette, LA 70509-2881

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			UFL0018186-15	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,650,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Includes Prof						MED EXP (Any one person)	$
	X Prof: Claims Made						PERSONAL & ADV INJURY	$ 1,650,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,300,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						EACH EMPL GA	$ 2,000,000
B	AUTOMOBILE LIABILITY			TC2J-CAP-5H601551-24(NEU)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X *Symbol 10							$
C	X UMBRELLA LIAB X OCCUR			**SEE ATTACHED**	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			41WCI0519308/44WCI0519408	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Auto-Ambulance (AOS)			TRJ-CAP-9365B696-TIL-24	10/1/2024	10/1/2025	CSL	5,000,000
B	AU-Ambulance (LA/MS)			TJ-EAP-0T011814-TIL-24	10/1/2024	10/1/2025	CSL	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Symbol 10: ANY "AUTO" other than those "autos" licensed/certified by the respective state and/or local agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick or injured via stretcher or other mechanical means.

AOS Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

SEE ATTACHED ACORD 101

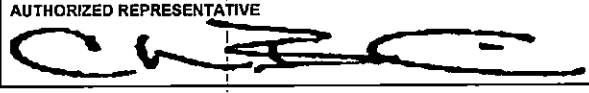
CERTIFICATE HOLDER

City of Mobile

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
LA/MS Ambulance Policy: Symbol 10: Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS

TX Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

Named Insured List:
Acadian Ambulance Service, Inc
Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
BSSTWO, LLC
DIY Security, LLC
Acadian Ambulance Service of New Orleans, LLC
Acadian Ambulance Service of Texas, LLC
Acadian Consolidated Campus, LLC
Air Med Services, LLC
Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
Infinity Monitoring Services, Inc.
Safety Management Systems International, LTD
Safety Management Systems, LLC
Safeguard Alarm Systems, LLC
Acadian Total Security, LLC
Acadian Ambulance Service of Tennessee, LLC
Acadian Health, LLC
SMS Ambulance Service, LLC
Acadian Innovative Strategies, LLC
Acadian Ambulance of Alabama, LLC

Inactive Named Insureds:
Acadian Communications, LLC
Calcasieu Medical Transportation, LLC
Lifecare Emergency Medical Services, LLC
Triple R Investors, LLC
America On Watch, LLC

Equipment Policy #MXI9307982454616, Effective 10/1/2024-10/1/2025; Carrier: AGCS Marine Insurance Company
•Limit of Insurance: Equipment Leased, Rented or Borrowed From Other: $250,000 Per Item; $250,000 Per Occurrence; $1,000 Deductible
•Blanket Loss Payee ATIMA

Auto - Texas Ambulance - Policy #TRJ-CAP-3P390793-TIL-24, Travelers Property & Casualty Co of America, Effective 10/01/2024-10/01/2025, Liability Limit $5,000,000 CSL
Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: Number of days 30: Any person or organization where required by written contract

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Auto (NEU) - Policy #TC2J-CAP-5H601551-TIL-24:
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation
•IL T4 00 05 19 Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": where required by written contract: Number of Days' Notice of Cancellation": Thirty (30) "Number of Days' Notice of Nonrenewal": Thirty (30)
•CA 20 01 10 13 Lessor – Additional Insured and Loss Payee: Additional Insured (Lessor): Any lessor under a leasing contractor agreement of six months or more that requires you to provide direct primary insurance for the lessor; Designated or Description of Leased Autos: Any Auto Leased for a period of six months or more under a leasing contract or agreement that requires you to provide direct primary insurance for the lessor.

Auto (AOS Ambulance) Policy #TRJ-CAP-9365B696-TIL-24:
•Symbol 10: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi, or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
•CA T3 40 02 15 Blanket Waiver of Subrogation
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
•IL T4 00 05 19 Designated Person or Organization – Notice of Cancellation or Nonrenewal Provided by Us: 30 days: where required by written contract

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Auto (LA/MS Ambulance) Policy #TJ-EAP-0T011814-TIL-24:
•Symbol 10 - Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS
•CA T3 40 02 15 Waiver of Transfer or Rights of Recovery Against Others To US: where required by written contract
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance

---

GL/PROF Policy# UFL0018186-15:
•02 HUS0015 00 02 07 Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract
•02 HML0049 00 03 07 Waiver of Transfer of Rights of Recovery Against Others to Us: where required by written contract
•Contractual Liability: "Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.", per form 02 HUS0002 00 02 07
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders - All certificate holders where required by written contract
•02 HUS0022 00 02 07: Employee Benefits Liability Coverage Endorsement: Schedule: Limits of Insurance: $1,000,000 Each Employee; $2,000,000 Aggregate; Retroactive date: 09/30/1986
•00 ML0207 00 11 03 Exclusion Change Endorsement: The Abuse or Molestation exclusion is deleted in its entirety from the Exclusions section of your policy
•Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
•Healthcare Umbrella - Excess of Retained Limit Coverage Form:
--Coverage C - Health Care Professional Liability - Claims-Made Coverage
---1. Insuring Agreement: a. We will pay on behalf of the insured the "loss" in excess of the "retained limit" because of "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" by or for an insured and to which this insurance applies.

Workers Compensation (AOS) Policy #44WCI0519408:
•WC 00 03 01 A Alternate Employer Endorsement - Alternate employer: Any required by written contract executed prior to injury. Address: Any in Tx and all 3A States where permitted by law. State of special or temporary employment: TX
•WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement (Other than CA): Any Person or Organization where required by written contract

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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•WC 04 03 06 Waiver of Our Right to Recover from Others Endorsement – California: Any Person or Organization where required by written contract
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
•00 ML0087 00 11 10 Notice Of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium: All certificate holders where required by written contract
•WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement: State: Each state named in Item 3.A. or 3.C. of the Information Page

•WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
•WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
--Limit of Liability: Bodily Injury by Accident: $1,000,000 each accident, Bodily Injury by Disease: $1,000,000 aggregate
••Transportation, Wages, Maintenance, and Cure: Included
•WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ, WI; Designated Workers Compensation Law: State of hire
•WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement: Employees: Master and members of the crews of these vessels. Workers Compensation Law: State of hire. Description of work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels

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Workers Compensation (FL) Policy #41WCI0519308:
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
•00 ML0087 00 11 10 Notice of Cancellation - Certificate Holders (Specified Days): All certificate holders where required by written contract: 30 days except 10 days for non-payment of premium
•WC 00 03 01 A Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract
•WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement: Any Person or Organization where required by written contract
•WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement - FL
•WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
•WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
--Limit of Liability: Bodily Injury by Accident: $1,000,000 each accident, Bodily Injury by Disease: $1,000,000 aggregate
••Transportation, Wages, Maintenance, and Cure: Included
•WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ & WI; Designated Workers Compensation Law: State of hire
•WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement

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Excess Liability Policy #G2197920A 020:
•Company: Westchester Surplus Lines Insurance Company
•Limits: $5,000,000 Occurrence, $5,000,000 Aggregate, Excess of Underlying
•XSC-27405 (05/09) Waiver of Subrogation Endorsement: where required by written contract
•XSC-27266 (05/09) Ace Catastrophe Liability Plus Policy: --The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.
•XSW004 (07/10) Schedule A - Schedule of Underlying Insurance:
--Automobile Liability (Ambulance Units - LA/MS)
--Automobile Liability (Ambulance - All Other State Except LA, MS and TX)

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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

--Automobile Liability (Non-Ambulance)
--Automobile Liability (Ambulance TX All Other)
--Commercial General Liability and Professional Liability
--Employee Benefits Liability
--Employers Liability and Maritime Employers
--Foreign Automobile Liability
--Foreign Commercial General Liability and Employee Benefits Liability
--Foreign Employers Liability
--General Liability (Safety Management Systems)
--Employee Benefits Liability (Safety Management Systems)
--General Liability Including E&O (Acadian Total Security, LLC)
--Aircraft Liability (Air Med)
--Aviation General Liability (Air Med)

Excess Liability Policy #NHA603001
•Effective 10/1/2024-10/1/2025; Company: RSUI Indemnity Company, NAIC#22314; Limits: $7,500,000 part of $15,000,000 Excess of $5,000,000
•Commercial Excess Liability Policy, form RSG 31001 0507 Includes:
--This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except: (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and (2) With respect to any provisions to the contrary contained in this insurance.

Excess Liability Policy #P03HC0000068600
•Effective 10/1/2024-10/1/2025; Company: Vantage Risk Specialty, NAIC#16275; Limits: $7,500,000 part of $15,000,000 Excess of $5,000,000

Addendum to Certificate of Insurance
Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

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CITY CLERK'S OFFICE

MOBILE, AL

FR, AUG 1, PM12:24 RCVD

MOBILE FIRE-RESCUE DEPARTMENT

BARRY N. GLISSON
INTERIM FIRE CHIEF

August 22, 2025

Rob Lasky
Executive Director of Public Safety
City of Mobile

Re: Acadian Ambulance Service of Alabama

Dear Director Lasky:

I was tasked with investigating the truthfulness of the information in the Application submitted by Acadian Ambulance Service to the city of Mobile. Below are my findings and facts to the best of my knowledge.

Currently we have two Ambulance companies operating in the City of Mobile that alternate response to Non-emergent BLS calls for Mobile Fire-Rescue. While looking at their reliability this morning for the past week (7 days) they are each running around 94%, which is an impressive improvement from where we were several weeks ago and makes a positive impact in relation to Mobile Fire-Rescue ALS units being available to respond to emergent calls. In relation to the question of public convenience and necessity, I do not know the total demand of the current two companies in relation to direct calls, 911 dispatches, interfacility transfers, out-of-town transfers, staffing, etc. Acadian Ambulance Service did submit letters of support for their services in Mobile, AL from Springhill Medical Center as well as University Hospital.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS) and has been in the Ambulance business for over 54 years, currently showing staff over 4,000 employees, fixed wing and rotary wing capabilities, with operations in multiple cities in 4 states. They state they are ready to begin serving the citizens of Mobile. The company can provide ambulance service to the citizens of Mobile with over 54 years of experience delivering these services.

Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

Acadian Ambulance Service of Alabama has had no judgements to satisfy because of injuries received by negligent operation of the ambulance. Included in their application they are insured as well as seemingly they would have the financial ability to respond to damage to property resulting from the negligent operation of an ambulance.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS), the intent on this accreditation is to define a "gold standard" for the medical transportation industry. Acadian Ambulance Service of Alabama would ensure all ambulance apparatus and personnel would meet or exceed the requirements of Alabama Department of Public Health Office of EMS as well as the standards set forth in the City Ordinance as well as Policy 3080: Private Service Ambulance Policy.

I have reviewed the application submitted by Acadian Ambulance Service of Alabama and provided supplemental information that was able to be gathered. To my knowledge and per investigation, I find all information submitted to be truthful.

Sincerely,

Jared B. Parker
District Chief of EMS
Mobile Fire-Rescue Department

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Acadian Ambulance Service**, to operate an **ambulance** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **November 12, 2025**, at 11:00 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF 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

R E S O L U T I O N

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

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Matthew Anderson, Dir Of Public Services

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Contract with Ecosouth Services of Mobile, LLC, for recycling bin rental and hauling services. Contract is for three years, in amounts as needed at unit prices indicated in an amount NTE $250k/year.

Amount of Contract:
As needed at unit pricing NTE $250K

Funding Source
General fund.

ATTACHMENTS:
1. 2025-1 Ecosouth Recycling Agenda Package

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (Date) Item No. _____

Submitted by: Public Services (Department) Matt Anderson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Recycling Bin Rental and Hauling

PURPOSE & SCOPE OF PROJECT:
Contract with Ecosouth Services of Mobile, LLC, for recycling bin rental and hauling services. Contract is for three years, in amounts as needed at unit prices indicated in an amount NTE $250k/year. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $250K per year for 3 years

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6010

How many bidders received bid packages (if applicable): 31 +web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Ecosouth Services of Mobile, LLC, to provide recycling bin rental and hauling services, as needed at the unit prices indicated, in a total amount not to exceed $250,000.00 per year, for three years, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**EcoSouth Services of Mobile, LLC** **2010 West I-65 Service Road South, Suite C** **Mobile, AL 36693** **City Business License No.: 119351**
For the following Project:	**RECYCLING BIN RENTAL AND HAULING**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and EcoSouth Services of Mobile, LLC, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids 6010 on October 31, 2025, and,

WHEREAS, the City evaluated the bids 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:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Recycling Bin Rental and Hauling services in accordance with the scope of services detailed in City of Mobile Request for Bids 6010, and it Addendum 1, made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with these plans and specifications and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract, in frequency and amounts as needed, at the unit

rates found in **Exhibit B**, Contractor's bid submission. The total amount due to Contractor will not exceed $250,000.00 per year. The unit rates shall be as follows:

Monthly rental of each 40 -yard compactor receiver	**$150.00**
Swap and haul of bin to, and disposal of product at, recycling facility	**$475.00**
Compactor service plan-one annual visit (per compactor)	**$450.00**
Additional service labor per hour	**$ 90.00**

3.2 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.

3.3 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.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's monthly invoice and written approval of same by the City indicating that services have been rendered during the previous month in conformity with this Contract. Contractor may invoice the annual service visit fees of $450 per compactor at any time during the contract year.

4.2 Contractor's invoices shall itemize the services provided during the previous month in a manner agreeable to the City.

4.3 The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 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.

5.2 If the City 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.

6.0 LIABILITY OF CONTRACTOR

6.1 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).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 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.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

9.0 TIME FOR PERFORMANCE

9.1 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 competition of services.

10.0 LIQUIDATED DAMAGES. Not applicable.

.

11.0 FORCE MAJEURE

11.1 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.

12.0 OBLIGATIONS OF THE CITY

12.1 The Deputy Director, Public Services 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.

12.2 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.

12.3 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.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 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.

13.2 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.

13.3 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 13.1 above.

13.4 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.

13.5 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.

13.6 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, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 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.

14.0 DISPUTE RESOLUTION

14.1 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, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 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.

14.6 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.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 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.

15.3 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.

15.4 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.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City 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 13.1.

16.2 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 13.1. 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.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Deputy Director of Public Services.

17.2 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 Deputy Director of Public Services
As: City's Authorized Agent
1900 Hurtel Street
Mobile AL36605

CONTRACTOR:
EcoSouth of Mobile, LLC
c/o Justin Clements, Vice President of Sales
Contractor's Authorized Agent
2010 West I-65 Service Road South, Suite C
Mobile, AL 36693

17.3 Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 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.

19.0 EFFECT OF DEFAULT

19.1 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.

20.0 WITHHOLDING PAYMENT DUE

20.1 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.

21.0 CURE PLAN

21.1 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.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

22.1 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.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 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.

24.0 ANTI-BOYCOTT

24.1 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.

25.0 NON-DISCRIMINATION

25.1 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.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 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.

27.0 MISCELLANEOUS

27.1 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.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 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.

27.8 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.

27.9 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.

27.10 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.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 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.

27.13 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.

27.14 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.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 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.

27.17 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.

27.18 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.

27.19 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.

27.20 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:
EcoSouth Services of Mobile, LLC

By:_____
Justin Clements
Vice President of Sales

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Justin Clements whose name as Vice President of Sales, of EcoSouth Services of Mobile, LLC, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said for-profit corporation on the day the same bears date.

Given under my hand this the 2nd day of Jan, 2026.

(SEAL)

April C Biggs
Notary Public
My Commission Expires:
April C. Biggs
Notary Public, Alabama State At Large
My Commission Expires Feb. 25, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: City of Mobile Request for Bids 6010 and Addendum 1.
EXHIBIT B: Contractor Responsive Bid
EXHIBIT C: City Insurance Requirements and Contract Evidence of Insurance
EXHIBIT D: Contractor E-Verify

EXHIBIT A

CITY OF MOBILE REQUEST FOR BIDS 6010 AND

ADDENDUM 1 TO RFB 6010

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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 deliverd F.O.B. Mobile to:
10/31/2025	**6010**	**PUBLIC SERVICE**	**TO BE SPECIFIED**

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, NOVEMBER 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS AS PER THE FOLLOWING AND ATTACHED.

Vendor to return complete package with your response, including these sheets.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

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.

				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.*

MOBILE
ALABAMA

City of Mobile

Recycling
Equipment Rental & Hauling

BID # 6010

BID DUE DATE – 12:01 PM, FRIDAY, NOVEMBER 21, 2025

INVITATION TO BID

Notice to Contractors:

Sealed bids for the below project will be received by the City of Mobile Purchasing Department, 205 Government Street, 4th floor South Tower, Mobile, AL, 36602, until **12:01 pm local time, Friday, November 21, 2025**, and then publicly opened and read in the City of Mobile Purchasing Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location :

Bid Number:	
Project:	Recycling Equipment Rental & Hauling
Project Description:	Rental and Transport of Single-Stream Recycling Receiver Bins from Mobile, AL, to Material Recycling Facility in Baldwin County, Alabama.

Contract documents and specifications for work may be found at the City of Mobile web page: www.cityofmobile.org/bids.

The City of Mobile operates a system of public drop-off 40-yard recycling bins placed in three locations on City-controlled property. These bins are located at
4851 Museum Drive, at the City's Western Administrative Complex, in Langan Park, across Museum Dr. from the Mobile Museum of Art,
308 Pinehill Dr. between Government St. and Airport Blvd., behind Police Headquarters, and at 1750 Dauphin Island Parkway.

The bins collect unsorted, dry, consumer-generated recyclables. The bins are connected to WasteQuip Model 245IP stationary compactors, which are owned by the City of Mobile and operated by City attendants. Potential bidders are invited to view the sites at their discretion.

The City intends to hire a Contractor to provide the bins, and to transport the content of the loaded bins to the Baldwin County Materials Recovery Facility (MRF), 15093 Landfill Dr., Summerdale, AL 3650.

The City also desires, as an optional item, to engage the rental and hauling Contractor, to provide preventive maintenance services, and on-call repair services, for the City-owned compactors.

Current recycling volumes are provided in the enclosed bid specifications.

All bids must be submitted on the attached proposal form.

Written questions regarding this bid opportunity must be submitted by **5:00 pm Thursday, November 13, 2025** to Purchasing@CityofMobile.org.

At the time of the signing of the Contract, the Contractor must furnish to the City a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The Contractor will also be required to possess a City of Mobile business license, and evidence of enrollment in E-Verify.

The City reserves the right to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bids must be submitted in a sealed envelope of any size and have the words "Bid for Recycling Equipment Rental and Hauling, in the City of Mobile, Alabama". The bid must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, not later than **12:01 pm Friday, November 21, 2025**.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

1.1. The City of Mobile maintains three 40-yard drop-off recycling containers for public access from 7am – 5pm, Monday-Friday, and 7am – 4pm, Saturday-Sunday. The bins are located at permanent sites at 4851 Museum Dr at the City's Western Administrative Complex, in Langan Park opposite the Mobile Museum of Art, at 308 Pinehill Dr. between Government St. and Airport Blvd., and at 901 Fowl River Road at Dauphin Island Parkway. The City collects a mixed stream of residential recyclable metal, paper, plastic, and glass in these bins, staffed by City attendants. The City has a contract with the Baldwdin County Solid Waste Authority to receive and process the City's collected recyclables.

1.2. The City is seeking services for rental and service of the recycling containers, to include maintenance, cleaning, repair, delivery, and pickup of the containers, and transport of the City's recycled product to the Baldwin County Materials Recovery Facility (MRF) at 15093 Landfill Dr, Summerdale, AL 36580.

1.3. Additionally, the City is seeking services for regular maintenance, and for repair as needed, of the City-owned Wastequip 245IP compactors, and will consider award of such maintenance to the selected bin rental and transport contractor.

1.4. The City's current contract for these services expires December 31, 2025. The City desires to enter a new three-year contract for these services. Historic usage of the existing bins can be found in **Exhibit A**.

1.5. Bins

- 1.5.1. The bins currently in use are 40 –yard roll off compactor receivers.
- 1.5.2. Bins will be clean, freshly painted in appearance, and suitable in look and design for public access and use. Contractor will be required to maintain these bins in excellent operating condition. Bin color, decoration, and operating characteristics are subject to review and approval by the City, for attractiveness and practical operation.
- 1.5.3. City will ensure sites are suitable for bin and compactor placement and for Contractor access.
- 1.5.4. Contractor will coordinate with the City in the placement and configuration of bins to allow reasonable and safe public access.
- 1.5.5. Contractor will be required to provide on-call pickup of full bins and transport to, and disposal of, product at the Baldwin County MRF at 15093 Landfill Dr, Summerdale, AL 36580.
  - 1.5.5.1. Contractor will service the bins for pick up and transport of contents to the Baldwin County MRF on an <u>on-call</u> basis by the City.

Contractor will provide a same-day pickup if notified by the City before 10:00 am that day. Notifications after 10:00 am will be hauled the next day before 7:00 am. Contractor will provide this service as needed seven days per week.

1.5.5.2. Contractor is responsible for the clean-up, collection, and disposal of spillage caused by loading and transport.

1.5.6. Contractor will maintain adequate reserve swap bins to ensure each compactor or public deposit site will be continuously accessible for public use. City will pay monthly rental only for the number of active publicly available bins regardless of the number of reserve bins maintained by Contractor.

1.6. Compactor connection: The City maintains two (3) WasteQuip Model 245IP Compactors ("Compactor") to which the Contractor will be expected to connect Contractor-provided receiving bins. The Compactors have a 2 cubic yard charge box.

1.6.1. Contractor is to provide all hook up and disconnect of bins from the City stationary compactor.

1.6.2. Contractor will provide reasonable assistance to the City in the operation of the Compactor.

1.6.3. City may provide other Compactors that will require Contractor to change bin-type or size during the period of the contract, at a mutually agreed upon price for any alternate bin selection.

1.7. Placement and Quantity: Contractor will be required to be flexible, and responsive, in the placement of bins.

1.7.1. Contractor will be required to place initial bins within two weeks of contract commencement.

1.7.2. The City may expand or reduce the number of bins, or change location of the bins in the City recycling program during the contract period. Contractor will be required to place additional bins as required and to be able to change bin locations within three calendar days of notification of a relocation request.

1.7.3. Contractor will be required to place additional containers, or substitute bin size and types within two weeks of notification.

1.8. Product Transport: Contractor will be familiar with and comply with the requirements of this contract with respect to Contractor's delivery of product to the Baldwin County MRF as a City Contractor.

1.8.1. Contractor will segregate City recycled product for hauling to the Baldwin County MRF for tracking and billing purposes. Contractor may elect any process to collate and transport City product from the bin collection site to the Baldwin County MRF, but must ensure that City product as delivered to the Baldwin County MRF must not be comingled with other recyclables.

1.8.2. The City shall be responsible for any tipping fees at the Baldwin County MRF or the Baldwin County Landfill. City will pay any penalties or service charges by Baldwin County SWA for product rejection or reloading of rejected product, or Baldwin County SWA tip fees. Contractor is responsible for the costs associated with additional service times and transportation expenses that might arise due to a rejected load or unavailability of the Baldwin County MRF site for deliveries

1.8.3. Contractor shall provide the City with copies of any tip tickets for delivery to the Baldwin County MRF for each transport.

1.8.4. Contractor recognizes and accepts the possibility that a load may be rejected by the Baldwin County MRF, which may result in the diversion of any load from the MRF to the proximately located Baldwin County Landfill. Contractor will provide this diversion transport, when required, at no extra cost to the City.

1.9. Compactor maintenance: If additionally awarded, Contractor will provide manufacturer recommended monthly maintenance services for the City-owned compactors. Contractor additionally will provide on-call repair services with timely response times within 24-hours of service call.

1.10. The City will provide signage, public education, and compactor operation. Contractor will cooperate with the City in the promotion of this recycling service.

1.11. Contractor is responsible for provision of adequate transportation assets and all fuels, tolls, permits, fees, or other expenses involved in transporting the contents.

1.12. There is no guarantee on the volume of recyclables that will be collected and number of hauls that will be required.

1.13. City will compensate Contractor for the following items:

1.13.1. Rental of agreed upon number and type of bins

1.13.2. Individual pick-up of material from a City public recycling site. Transport of the material to the Baldwin County MRF will be included in the pick-up fee for each bin.

1.13.3. If agreed to for price and service level, monthly maintenance service fees for City-owned compactors.

1.13.4. Pre-quoted and approved extra fees for labor and parts to repair City-owned compactors in addition to routine maintenance services.

1.14. Contractor will submit invoices to the City monthly for services provided in the preceding month, detailing all services provided, to a point of contact designated by the Senior Director, Public Services.

1.15. Upon completion of the contract, Contractor will remove their containers from the City site, unless a separate arrangement is otherwise mutually agreed upon.

1.16. The term of this contract will begin upon execution by both parties and be in effect for three years.

2. **ADDITIONAL BIDDER REQUIREMENT**Contractor must be financially stable and have an established track record in the operation of municipal waste or recycling collection and hauling in the Southeast United States. Contractors currently in receivership or have filed for bankruptcy protection within the last five years are ineligible for contract award. Discretion as to whether a Contractor successfully meets this minimum requirement will exclusively reside with the City.

3. **BID SUBMISSION:**
   3.1. **Exhibit B** contains the form to be used for submitting the bid. Bidders may include additional documentation with the bid to describe services to be provided.
   3.2. Questions regarding the bid solicitation must be submitted in writing, addressed to City of Mobile, Procurement Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Replies, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.
   3.3. Each Bid must give the full business address of the Bidder and be signed by someone with authority to bind the Bidder. Please print the name and position of the person signing the bid.

4. **SPECIFICATIONS AND SCHEDULES:** The specifications that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. The City Standard Service Contract form is found at **Exhibit C.** The City reserves the right to modify this template as required in the City's interest.

5. **ADDENDA:** The City may publish prior to bid submission due date Addenda to this Bid Specification that materially changes terms, conditions, or specifications of this Bid. Prospective bidders are responsible to be aware of any Addenda.

6. **INSURANCE:** The City requires Contractor to demonstrate evidence of adequate insurance at contract execution. Contractor shall have and maintain during the life of the contract the following minimum policy amounts that shall name the City of Mobile, its agents and employees, as additional insured. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. Contractor will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be

invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation to the City.

6.1. **Worker's Compensation – Employers' Liability Insurance:** Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

6.2. **Commercial General Liability Insurance (CGL):** Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

6.3. **Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles.** Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Contractor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

6.4. **Property Insurance.** It is the responsibility of the Contractor to provide coverage for the Contractor's equipment, materials, and tools under a Contractor's Risk policy or other insurance policy, and the Contractor is responsible for any deductibles under any such policy.

6.5. **Commercial Umbrella Liability**. Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

6.6. **Certificate of Insurance**. These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable.

Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827, Mobile AL 36633

6.7. **Waiver of Subrogation**. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

7. **TIME FOR RECEIVING BIDS:** Bids must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, **not later than 12:01 pm Friday, November 21, 2025.** Bids received prior to the time of opening will be securely stored, unopened. The City will decide when the specified time has arrived; no Bid will be considered if received thereafter. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Bids prematurely opened because they were improperly addressed or marked will not be considered. Telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

9. **BIDDERS PRESENT:** Bids will be opened at approximately **12:01 pm Friday, November 21, 2025** at the City of Mobile Procurement Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location. Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

10. **AWARD OR REJECTION OF BIDS:** A Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the City, in a position to perform the Contract.

11. **ERRORS IN BID:** Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

12. **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.

Exhibits: A. Historic Volume of Recycling Product
B. Bid Proposal
C. Sample Contract

EXHIBIT A

Month	Recycling in Tons 2020-2021	Number of Cars per month	# of Pulls per month 2020-2021	Recycling in Tons 2021-2022	Number of Cars per month	# of Pulls per month 2021-2022	Recycling in Tons 2022-2023	Number of Cars per month	# of Pulls per month 2022-2023	Recycling in Tons 2023-2024	Number of Cars per month	# of Pulls per month 2023-2024	Recycling in Tons 2024-2025	Number of Cars per month	# of Pulls per month 2024-2025
Pinehil October	*22.17*	*2967*	*6*	*25.15*	*3556*	*8*	*46.49*	*5298*	*8*	34.11	5365	9	29.63	4364	9
WAC October	20.98	2146	4	18.79	2583	5	41.63	3960	8	30.35	3801	9	21.37	3807	7
D.I.P October	0	0	0	0	0	0	0	0	0	0	0	0	6.31	809	2
Pinehill November	62.63	5981	11	51.32	5192	10	41.8	4699	9	45.46	5031	8	20.54	4683	8
WAC November	46.46	4873	0	30.68	3854	7	33.69	3686	7	32.31	3736	7	12.65	3574	6
D.I.P November	0	0	0	0	0	0	0	0	0	0	0	0	0	893	1
Pinehill December	72.07	7680	14	52.97	6243	10	29.83	5037	9	37.38	5884	12	32.13	4504	7
WAC December	29.28	5709	9	46.1	4533	8	34.77	4121	10	36.89	4296	7	36.69	4271	8
D.I.P December	0	0	0	0	0	0	0	0	0	0	0	0	13.57	871	2
Pinehill January	65.59	6709	12	65.59	5618	11	60.04	5284	10	57.05	6663	9	27.93	3873	7
WAC January	52.06	5148	8	52.06	4015	6	45.92	4026	8	43.96	3850	8	19.82	3344	5
D.I.P January	0	0	0	0	0	0	0	0	0	0	0	0	9.48	815	2
Pinehill February	45.7	5564	12	52.06	4692	11	37.38	4327	8	51.83	3845	9	27.93	3683	7
WAC February	31.6	4454	8	27.61	3320	7	32.08	3305	7	25.89	3809	8	19.82	3448	6
D.I.P February	0	0	0	0	0	0	0	0	0	0	0	0	9.78	774	1
Pinehill March	49.29	4539	8	56.98	5753	11	53.72	5040	9	36.83	4739	8	26.38	3802	7
WAC March	33.31	3656	6	34.74	4087	8	28.58	3728	7	45.52	4049	6	23.27	3574	6
D.I.P March	0	0	0	0	0	0	0	0	0	0	0	0	7.68	854	2
Pinehill April	56.17	5886	0	48	5349	10	67.49	4574	8	34.26	4051	9	28.77	3903	7
WAC April	34.1	4525	8	31.52	3821	8	0	3470	7	26.58	3666	7	23.61	3710	7
D.I.P April	0	0	0	0	0	0	0	0	0	1.82	442	0	8.37	894	1
Pinehill May	61.96	5938	11	48.5	5446	10	51.51	4458	10	29.96	4300	8	25.34	3780	9
WAC May	35.15	4717	8	32.61	4020	8	0	3450	10	23.04	3916	8	21.53	3663	7
D.I.P May	0	0	0	0	0	0	0	0	0	6.08	959	2	9.67	846	2
Pinehill June	59.83	6207	10	49.88	5346	9	25.16	4526	8	25.3	4404	8	25.89	3780	8
WAC June	48.96	4846	9	34.28	3701	7	21.45	3547	8	16.66	3730	8	23.88	3413	5

EXHIBIT A, *cont'd*

D.I.P June	0	0	0	0	0	0	0	0	0	6.51	714	2	2.81	696	1
Pinehill July	22.96	3485	6	28.74	3708	9	43.45	5414	8	25.78	4404	8	7.17	605	0
WAC July	9.11	2708	2	25.79	4071	7	30.51	3770	6	23.52	3787	7	31.88	4732	9
D.I.P July	0	0	0	0	0	0	0	0	0	2.45	817	2	13.86	1550	2
Pinehill August	0	0	0	31.91	4871	9	31.15	5588	7	36.15	4409	9	Closed	0	0
WAC August	0	0	0	26.92	3656	7	31.58	3822	7	22.65	3883	5	30.77	4928	8
D.I.P August	0	0	0	0	0	0	0	0	0	10.75	771	1	12.52	1831	3
Pinehill September	0	0	0	21.71	5167	9	42.79	5230	9	26.62	4093	8	Closed	0	0
WAC September	0	0	0	16.88	3462	7	31.75	3721	7	23.07	3552	7	30.27	4495	9
D.I.P September	0	0	0	0	0	0	0	0	0	6.98	700	2	16.78	1747	3
Pinehill	518.37	54,956	90	532.81	60,941	117	530.81	59,475	103	440.73	57,188	105	251.71	36,977	69
WAC	341.01	42,782	62	377.98	45,123	85	331.96	44,606	92	350.44	46,075	87	295.56	46,959	83
D.I.P	0	0	0	0	0	0	0	0	0	34.59	4403	7	110.84	12,580	22
Year Total	859.38	97,738	152	910.79	106,064	202	862.77	104,081	195	825.76	107,666	199	658.1	96,516	174

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid #6010.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month _____

Rent 3 of above bins total/month ..... _____

Haul 40 yard roll off compactor receiving bin-each..... _____

Total to Haul above 20 times/month ..... _____

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates) ... _____

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor ..... _____

Frequency of preventive maintenance visits: _____

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

_____

_____

_____

Hourly Rate for additional repairs (response within 24 hours of notice): _____

Signature of Bidder

_____
Bidder Corporate Name

_____
Signature

_____ _____
Printed Name Title

_____
Address

_____ _____
Email Phone

EXHIBIT C: Sample Contract

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P O Box 1827 Mobile, Alabama 36633
And the Contractor:	NAME dba BUSINESS NAME Street Address City, State Zip Code City Business License No.:
For the following Project:	Project: Recycling Container Rental and Transportation Service

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule 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.

WHEREAS, the City issued Request for Bids 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:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Recycling Equipment Rental, Operation, & Hauling, 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.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 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 for the entire Project in accordance with Exhibit A.

3.2 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.

3.3 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.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A.

4.3 The Contractor's invoices shall be in a form satisfactory to the City, which shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 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.

5.2 If the City 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.

6.0 LIABILITY OF CONTRACTOR

6.1 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).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 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 written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

9.0 TIME FOR PERFORMANCE

9.1 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.

10.0 LIQUIDATED DAMAGES. Not applicable.

11.0 FORCE MAJEURE

11.1 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.

12.0 OBLIGATIONS OF THE CITY

12.1 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.

12.2 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.

12.3 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.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 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.

13.2 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.

13.3 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 13.1 above.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

14.0 DISPUTE RESOLUTION

14.1 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.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 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.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 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.

14.6 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.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 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.

15.3 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.

15.4 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.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City 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 13.1.

16.2 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 13.1. 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.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Senior Director, Public Services, or the Director's designated representative.

17.2 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 Senior Director, Public Services
As: City's Authorized Agent
P.O Box _____
Mobile AL _____

CONTRACTOR:
[insert]
c/o_____
Contractor's Authorized Agent
[Insert Address]

17.3 Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 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.

19.0 EFFECT OF DEFAULT

19.1 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.

20.0 WITHHOLDING PAYMENT DUE

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 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.

27.0 MISCELLANEOUS

27.1 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.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 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.

27.8 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.

27.9 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.

27.10 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.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 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.

27.13 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.

27.14 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.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 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.

27.17 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.

27.18 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.

27.19 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.

27.20 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

[Contractor name]

By:_____
[name[
[title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as [title] of [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

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)

ADDENDUM

November 17, 2025

RE: CITY OF MOBILE BID #6010 FOR RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS

Please consider this to be Addendum to City of Mobile Bid #6010 for Recycling Equipment Rental and Hauling For City of Mobile Recycling Centers.

Attached are questions that were submitted regarding City of Mobile Bid #6010 for Recycling Equipment Rental and Hauling for City of Mobile Recycling Centers and the answers to those questions.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

QUESTIONS TO CITY OF MOBILE BID #6010 FOR RECYLCING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS:

1. Will the City of Mobile consider an option based on using a recycling facility other than Baldwin County Recovery Facility? *NO*

2. Can we quote different haul rates for each of the recycling drop-off locations? *I WOULD SAY NO. IF WE GET DIFFERENT RATES FOR EACH SITE, WE COULD CONCEIVABLY HAVE THREE COMPANIES TO CONTEND WITH WHICH COULD COMPLICATE THINGS.*

3. Is the same-day service with notification before 10 a.m. a mandatory requirement? *YES*

4. Is the next day service before 7 a.m. with notification after 10 a.m. a mandatory requirement? *YES*

5. Is Saturday & Sunday service a mandatory requirement? *YES*

6. Can you provide any historical data on the number of hauls that have been diverted to a landfill due to the load being rejected for contamination or the facility being unavailable? *NOT RECENTLY. IT HAS HAPPENED ONCE IN THE LAST FOUR YEARS BECAUSE THE HAULER WAS UNABLE TO GET THE LOAD TO LOUISIANA. THAT WAS ABOUT A YEAR AND A HALF AGO.*

7. On Exhibit B: Total to Haul above 20 times/month. This should be the haul rate multiplied by 20, correct? *THAT IS CORRECT.*

8. What is the City of Mobile currently paying for the services requested in the bid? *SEE ATTACHED DATA.*

Bid 5731 Garbage Compactor Rental and Service
Bid Tabulation

	Waste Management	WM Extended rate	BCC Waste Solutions LLC	BCC Extended rate	Republic Services	Republic Extended Rate
Monthly Rental Rate (Extended rate is 2 containers X 36 months)	$825.00	$59,400.00	$925.00	$66,600.00	$711.53	$51,230.16
Haul Rate to Hamilton Blvd (Extended rate is 200 hauls)	$640.00	$128,000.00	$400.00	$80,000.00	$269.89	$53,978.00
Service Hourly Rate (as needed) (Extended rate is 15 hours)	$100.00	$1,500.00	$125.00	$1,875.00	$110.00	$1,650.00
Total Extended Rates		**$188,900.00**		**$148,475.00**		**$106,858.16**

EXHIBIT B

CONTRACTOR’S RESPONSIVE BID

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This Is Not an Order

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 deliverd F.O.B. Mobile to:
10/31/2025	6010	PUBLIC SERVICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, NOVEMBER 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS AS PER THE FOLLOWING AND ATTACHED.					
	Vendor to return complete package with your response, including these sheets.					
	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.					
	Page 1 of 2					
			TOTAL		9,950	00

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 251-295-2053

Email Address justin.clements@ecosouthservices.net

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

State delivery time within 14 days of receipt of P.O.

Firm Name Ecosouth Services of Mobile, LLC

Signature

Type or Print Name Justin Clements

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

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.

						TOTAL	9,950	00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Ecosouth Services of Mobile, LLC

By _____

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

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid #6010.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025.** Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025.**

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month $150.00

Rent 3 of above bins total/month $450.00

Haul 40 yard roll off compactor receiving bin-each..... $475.00

Total to Haul above 20 times/month $9,500.00

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates) ... $9,950.00

City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor $450.00

Frequency of preventive maintenance visits: Annual

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

Removing covers, inspection of hoses, electical lines, hydraulic cylinder and external components, exterior metal and framework, pressure setting, remove debris.

Hourly Rate for additional repairs (response within 24 hours of notice): $90.00

Signature of Bidder

Ecosouth Services of Mobile, LLC
Bidder Corporate Name

Signature

Justin Clements
Printed Name

VP of Sales
Title

2010 W. I-65 Service Road Mobile, AL 36693
Address

justin.clements@ecosouthservices.net
Email

251-295-2053
Phone

EXHIBIT C

CITY INSURANCE REQUIREMENTS AND

CONTRACTOR'S EVIDENCE OF INSURANCE

EXHIBIT C: City Insurance Requirements and Contract Evidence of Insurance

INSURANCE STANDARD SERVICE CONTRACT

1. GENERAL PROVISION
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

2. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:
Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

3. COMMERCIAL GENERAL LIABILITY:
Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,00,000 Bodily Injury per person/organization
- $2,000,000 general aggregate per project

4. AUTOMOBILE LIABILITY:
Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

5. PROFESSIONAL LIABILITY INSURANCE:
Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

6. COMMERCIAL UMBRELLA LIABILITY:
Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

7. CERTIFICATES OF INSURANCE
Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

8. ADDITIONAL INSUREDS
These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

9. CANCELLATION
Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

10. WAIVER OF SUBROGATION
Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of

Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

11. INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

FOLLOWING PAGES CONTAIN EVIDENCE OF CONTRACTOR INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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	CONTACT NAME: Twanda Scott	
Ironwood, a Marsh & McLennan Agency, LLC Co	PHONE (A/C, No, Ext): (404) 503-9100	FAX (A/C, No): (404) 503-9101
4401 Northside Parkway NW	E-MAIL ADDRESS: Twanda.Scott@MarshMMA.com	
Suite 800		
Atlanta GA 30327		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
EcoSouth Services of Mobile, LLC	INSURER A : Greenwich Insurance Company	22322
2010 W I-65 Service Rd. South Ste. C	INSURER B : XL Speciality Insurance Company	37885
	INSURER C : National Casualty Company	11991
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E : Lexington Insurance Company	19437
Mobile AL 36693	INSURER F : Navigators Specialty Insurance Company	36056

COVERAGES **CERTIFICATE NUMBER:** CL2592966387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] EBL $1M/$2M w/ $1K ded. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GEC3002952	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Medical $5k	Y	Y	AEC0070234 / AEC0070235	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 5,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UEC0070233	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC348093A	10/21/2025	10/21/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability			PEC0070316	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE Deductible	$5,000,000 $10,000,000 $25,000

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

City of Mobile is additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. General Liability and Automobile Liability coverage provided is primary and non-contributory with respect to any similar insurance held by the additional insured as required by written contract. Waiver of Subrogation is in place in favor of City of Mobile for General Liability and Automobile Liability as required by written contract. 30 day Notice of Cancellation, except 10 days for non-payment, applies to certificate holder under General Liability and Auto Liability per policy provisions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ironwood, a Marsh & McLennan Agency, LLC Co	EcoSouth Services of Mobile, LLC
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: Notes

Additional Name Insureds:
EcoSouth Holdings, Inc.
EcoSouth Intermediate, LLC
EcoSouth Services of Mobile, LLC
EcoSouth Services, LLC
Turkey Trot Landfill, LLC
Mobile Transfer Station, LLC

Additional Policies:
Contractor's Equipment and Automobile Physical Damage
Policy Number: 029177284
Insurer E - Lexington Insurance Company - NAIC 19437
Policy Term: 12/31/2024 – 12/31/2025
Contractor's Equipment Limit(s):
Per Occurence: $1,000,000
[Refer to Schedule for Per Item Limit]
Unscheduled Equipment, any one item: $10,000
Uncheduled Equipment, per occurence: $10,000
Leased, Rented or Borrowed: $25,000 per item; $25,000 per occurence
Employee Tools: $1,000
Contractor's Equipment Deductible(s):
$ 1,000 per Unit as respects units valued less than
or equal to $25,000, except;
$ 2,500 per Unit as respects units valued greater
than to $25,000, and less than $250,000 except;
$ 10,000 per Unit as respects units valued greater
than or equal to $250,000.
Auto Physical Damage Limit(s):
Any One Occurrence: $1,000,000
Maximum Any One Vehicle: $500,000
Auto Comprehensive Deductible: Per Occurrence $50,000
Auto Collision Deductible: Per Occurrence $50,000

Excess Liability (AL/EL) - Lead $2M
Policy Number: GA25EXCZ0MN55IC
Insurer F - Navigators Specialty Insurance Company - NAIC 36056
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,000,000
Aggregate Limit: $2,000,000

Excess Liability (AL/EL) - Lead $3M
Policy Number: TSX00041925
Insurer: SiriusPoint Specialty Insurance Company - NAIC 16820
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $3,000,000
Aggregate Limit: $3,000,000

Excess Liability (AL/EL) - $2.5M of $5M x $5M XS
Policy Number: LHA608981
Insurer: Landmark American Insurance Company - NAIC 33128
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,500,000
Aggregate Limit: $2,500,000

Excess Liability (AL/EL) - $2.5M of $5M x $5M XS
Policy Number: BTM2513363
Insurer: United Specialty Insurance Company - NAIC 12537
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,500,000

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ironwood, a Marsh & McLennan Agency, LLC Co	EcoSouth Services of Mobile, LLC
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: Notes

Site Pollution Liability
Policy Number: W3424B220101
Insurer: Beazley - NAIC 37540
Policy Term: 12/31/2022 - 12/31/2025
Limit(s):
Each Condition: $5,000,000
Aggregate Limit: $5,000,000
Deductible: $50,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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FORMS SCHEDULE

POLICY NUMBER: GEC3002952

POLICY PERIOD: 10-01-2025 to 10-01-2026

NAMED INSURED: Live Oak Environmental Holdings, Inc.

Name	Description
CGP0241223	ADVISORY NOTICE TO POLICYHOLDERS
PNCW010123	FRAUD NOTICE
PNCW020119	PRIVACY POLICY
PNCW050525	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") - NOTICE TO POLICYHOLDERS
XAI0000120	COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS
XAI3001006	FORMS SCHEDULE
IXI3000712	SCHEDULE OF TAXES, SURCHARGES OR FEES
GLMP70001104	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
ILMP91040124GIC	IN WITNESS - GREENWICH INSURANCE COMPANY
CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG00691223	EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG02241093	EARLIER NOTICE OF CANCELLATION PROVIDED BY US (FOR USE WITH CGL, LIQUOR, POLLUTION AND PRODUCTS POLICIES)
CG03000196	DEDUCTIBLE LIABILITY INSURANCE (FOR USE WITH CGL AND PRODUCTS POLICIES)
CG04351207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG20101219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG20281219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
CG20371219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG21061223	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21471207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21490999	TOTAL POLLUTION EXCLUSION ENDORSEMENT

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CG21671204	FUNGI OR BACTERIA EXCLUSION
CG21730115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG21851223	EXCLUSION – ELECTRONIC DATA – DELETION OF BODILY INJURY EXCEPTION
CG21960305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG22330413	EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS
CG22340413	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG22430413	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG22661185	MISDELIVERY OF LIQUID PRODUCTS COVERAGE
CG22790413	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG24260413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG25030509	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG40280922	BROAD ABUSE OR MOLESTATION EXCLUSION
CG40351223	EXCLUSION – CYBER INCIDENT
IXI4050910	CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT
XIL4010605	ASBESTOS EXCLUSION
XIL4020605	RADIOACTIVE MATTER EXCLUSION
XIL4030605	BROAD FORM SECURITIES EXCLUSION
XIL4040605	NAMED INSURED ENDORSEMENT
XIL4140605	KNOWLEDGE OF OCCURRENCE
XIL4150605	NOTICE OF OCCURRENCE ENDORSEMENT
XIL4240605	PRIMARY INSURANCE CLAUSE ENDORSEMENT
XIL4270605	UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
XIL4280605	LEAD EXCLUSION
XIL6190823	PFAS / PFOA / PFOS EXCLUSION
XIL6260623	ELECTROMAGNETIC RADIATION EXCLUSION ENDORSEMENT
IL00171198	COMMON POLICY CONDITIONS
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
CG01181204	LOUISIANA CHANGES - LEGAL ACTION AGAINST US
CG01250303	LOUISIANA CHANGES - INSURING AGREEMENT
CG26841204	LOUISIANA CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION
CG32100405	LOUISIANA CHANGES - FUNGI OR BACTERIA EXCLUSION

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IL02771020	LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL
XIL7020605	LOUISIANA RADIOACTIVE MATTER EXCLUSION

Information Notices

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate general aggregate limit; provided that, the contract is signed and executed prior to any loss for which coverage is sought.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 10-01-2025, forms a part of

Policy No. GEC3002952 issued to Live Oak Environmental Holdings, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 10-01-2025 forms a part of

Policy No. GEC3002952 issued to Live Oak Environmental Holdings, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Any person(s) or entity(ies) requiring by written contract that the named insured provide advanced written notice of cancellation. The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no responsibility for advanced written notice of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
Endorsement Effective Date: October 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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ENDORSEMENT #006

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. AEC0070234 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ANY PERSON(S) OR ENTITY(IES) REQUIRING BY WRITTEN CONTRACT THAT THE NAMED INSURED PROVIDE ADVANCED WRITTEN NOTICE OF CANCELLATION. THE PERSON OR ENTITY MUST BE LISTED ON A SPREADSHEET FROM THE BROKER THAT INCLUDES THE PERSON'S OR ENTITY'S NAME AND VALID MAILING ADDRESS. THIS SPREADSHEET MUST BE RECEIVED BY THE COMPANY WITHIN FIVE DAYS OF THE COMPANY'S REQUEST TO THE BROKER. OTHERWISE, THE COMPANY WILL BEAR NO RESPONSIBILITY FOR ADVANCED WRITTEN NOTICE OF CANCELLATION.		30

All other terms and conditions of the Policy remain unchanged.

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ENDORSEMENT #005

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. AEC0070234 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an “insured” any person or organization you are required in a written contract to name as an additional insured, but only for “bodily injury” or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered “auto”; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered “auto” with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the “accident” causing “bodily injury” or “property damage” for which liability coverage is sought; and

c. Such person or organization is an “insured” solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
Endorsement Effective Date: October 1, 2025

SCHEDULE

Insurance Company:	**XL Specialty Insurance Company**
Policy Number: AEC0070234	**Effective Date:** October 1, 2025
Expiration Date: October 1, 2026	
Named Insured: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.	
Address: 2010 WEST I-65 SERVICE RD. SOUTH SUITE C MOBILE, AL 36693	
Additional Insured (Lessor): See Endorsement #004	
Address:	
Designation Or Description Of "Leased Autos": See Endorsement #004	

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Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**$ Deductible For Each Covered "Leased Auto"**
Collision	**$ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law. Surplus Lines Broker: Daniel Beck, AL License #:0408480

XL Insurance

Regulatory Office
Dept: Regulatory
505 Eagleview Blvd. Suite 100
Exton, PA 19341-1120
Telephone: 800-688-1840

Issuing Company and Address
XL Specialty Insurance Company
505 Eagleview Blvd. Suite 100
Dept: Regulatory
Exton, PA 19341-0636

Commercial Excess Follow Form and Umbrella Liability Policy Declarations

Policy Number: UEC0070233 **Renewal of Number:** New Policy

ITEM 1. **NAMED INSURED:** LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
ADDRESS: 2010 WEST I-65 SERVICE RD. SOUTH SUITE C
CITY, STATE, ZIP: MOBILE, AL 36693

ITEM 2. **POLICY PERIOD:**

Inception: October 1, 2025 Expiration: October 1, 2026
(12:01 A.M. Standard Time at the address of the Named Insured stated above)

ITEM 3. **LIMITS OF INSURANCE:**
The Limits of Insurance, subject to the terms of this policy, are:

$	5,000,000	Each Occurrence
$	5,000,000	General Aggregate (In accordance with Section IV. Limits of Insurance)
$	5,000,000	Products-Completed Operations Aggregate (In accordance with Section IV. Limits of Insurance)
$	50,000	Disaster Response Limit (In accordance with Section IV. Limits of Insurance)

ITEM 4. **SELF-INSURED RETENTION:** $ 10,000

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ITEM 5. **UNDERLYING INSURANCE:** See attached Schedule of Underlying Insurance.

ITEM 6. **POLICY PREMIUM:**

$	51,666	Policy Premium
$	Excluded	Premium for Certified Acts of Terrorism
$	51,666	Total Policy Premium
$	51,666	**Total Amount Due**
$	Not Applicable	**Minimum Premium Due**

ITEM 7. **FORMS ATTACHED TO THE POLICY AT ISSUANCE:** See attached Schedule of Forms and Endorsements.

ITEM 8. **DISASTER RESPONSE EVENT PHONE NUMBER:** 800-823-7351 (to be called in the event of a disaster as per Section I. Insuring Agreements, Item C.)

ITEM 9. **PRODUCER NAME:** Synapse Services, LLC
ADDRESS: 1197 Canton Street
CITY, STATE, ZIP: Roswell, GA 30075

Date Issued: 10/09/2025



Authorized Representative

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COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

THIS POLICY IS INCOMPLETE UNLESS THE DECLARATIONS AND ALL APPLICABLE FORMS AND ENDORSEMENTS ARE ATTACHED.

THROUGHOUT THIS POLICY THE WORDS "YOU" AND "YOUR" REFER TO THE **NAMED INSURED** SHOWN IN DECLARATIONS ITEM 1 AND ANY OTHER PERSON OR ORGANIZATION QUALIFYING AS A **NAMED INSURED** UNDER THIS POLICY. THE WORDS "WE", "US", AND "OUR" REFER TO THE COMPANY PROVIDING THIS INSURANCE.

WORDS AND PHRASES THAT APPEAR IN **BOLD** HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION VI - DEFINITIONS.

I. INSURING AGREEMENTS

In consideration of the payment of premium, and subject to the terms, definitions, conditions and limitations of this policy, including any endorsements or amendments thereto, we agree with the **named insured** as follows:

(A) **Insuring Agreement A - Excess Follow Form Liability**

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts the **insured** becomes legally obligated to pay as damages in excess of the **scheduled underlying insurance** as a result of a **claim** covered by the **scheduled underlying insurance**, but only if the **scheduled underlying insurance** has been exhausted by the actual payment of **loss** to which this policy applies.

(2) Coverage under this Insuring Agreement A shall follow the terms, definitions, conditions and limitations of the **scheduled underlying insurance**, subject to the **policy period**, Limits of Insurance, premium, and any contrary provisions contained in this policy.

However, this Insuring Agreement A will not apply to any **disaster response expense** as described in Insuring Agreement C, even if such insurance is covered by the **scheduled underlying insurance** or would have been but for the exhaustion of the **scheduled underlying insurance**.

(3) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement A, we will indemnify the **insured** for those sums otherwise payable hereunder.

(B) **Insuring Agreement B - Umbrella Liability Over Self-insured Retention**

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts not covered by the **scheduled underlying insurance** that the **insured** becomes legally obligated to pay as damages in excess of the **self-insured retention** because of **bodily injury**, **property damage** (including liability assumed by the **insured** under an **insured contract**) or **personal and advertising injury** taking place anywhere in the world and caused by an **occurrence** during the **policy period**.

(2) The coverage provided by Insuring Agreement B will not apply to damages that would have been covered by the **scheduled underlying insurance** but for its exhaustion by the payment of **loss.**

(3) The coverage provided by Insuring Agreement B will not apply to any damages covered by Insuring Agreement A, or arising out of subjects of insurance or exposures to **loss** for which this policy requires the **scheduled underlying insurance** to be maintained.

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ENDORSEMENT #003

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. UEC0070233 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Declarations Item 5. is completed to read as follows:

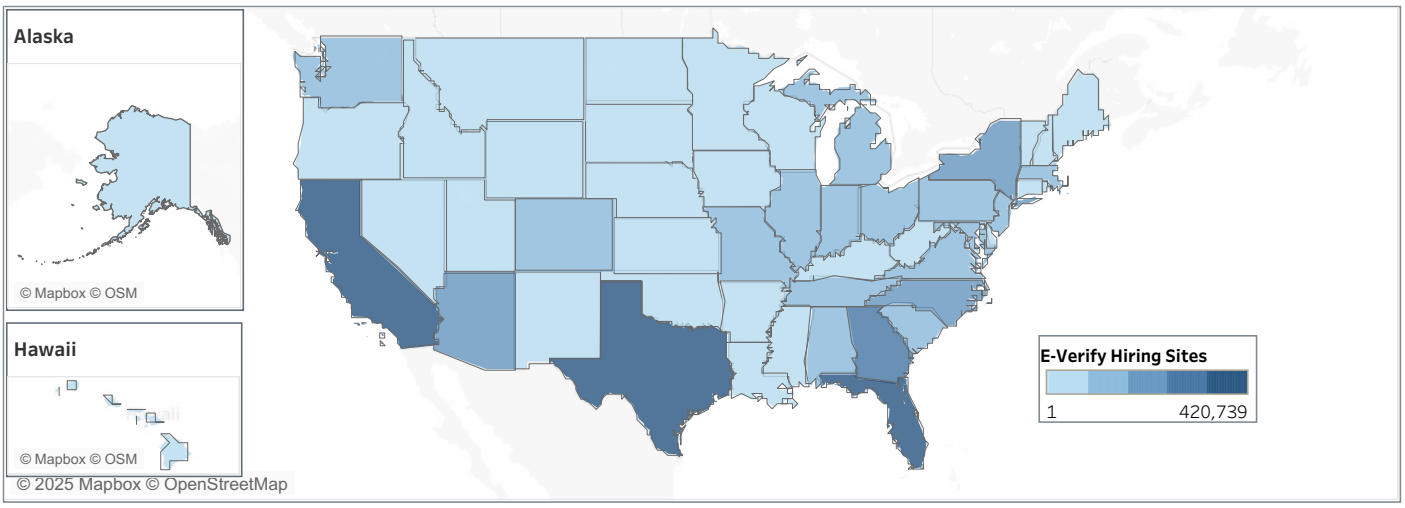
Coverage:	Commercial General Liability	
Insurer	Greenwich Insurance Company	
Policy Number:	GEC3002952	
Policy Period:	October 1, 2025 to October 1, 2026	
	$ 1,000,000	Each Occurrence
	$ 2,000,000	General Aggregate
	$ 2,000,000	Products/Completed Operations Aggregate

All other terms and conditions remain the same.

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EXHIBIT D

CONTRACTOR’S EVIDENCE E-VERIFY ENROLLMENT



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "ecosouth"

Industry Type
All

Account Status
- [x] Open
- [x] Terminated

Opted into E-Verify+
- [x] No
- [x] Yes

State/Territory
All

Date Enrolled [Select last 30 years for all data]
01/01/2025 to 12/31/2025

Total Records Filtered: 1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
12/8/2025	Ecosouth Services of Mobile LLC		Open	No	12/8/2025		100 to 499	AL,MS	6

Alabama Secretary of State

ECOSOUTH SERVICES OF MOBILE, LLC

Entity ID Number	000-446-398
Entity Type	Domestic Limited Liability Company
Principal Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Principal Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Status	Exists
Place of Formation	Mobile County
Formation Date	04/27/2010
Registered Agent Name	COGENCY GLOBAL INC.
Registered Office Street Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Nature of Business	REAL/PERSONAL PROPERTY
Members	
Member Name	ECOSOUTH INTERMEDIATE LLC
Member Street Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Member Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Organizers	
Organizer Name	JOE BURKEL
Organizer Street Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Organizer Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Annual Reports	

ECOSOUTH SERVICES OF MOBILE, LLC

Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	11/19/2013
Director/Manager/Organizer Activity	BLUEWATER HOLDINGS LLC
Transaction Date	11/19/2013
Director/Manager/Organizer Activity	SILVER, IRVING
Transaction Date	11/19/2013
Incorporator/Member/Partner Activity	BLUEWATER HOLDINGS LLC
Transaction Date	11/19/2013
Incorporator/Member/Partner Activity	SILASIAN HOLDINGS LLC
Transaction Date	11/19/2013
Legal Name Changed From	Axis Environmental, L.L.C.
Transaction Date	11/19/2013
Principal Office Changed From	MOBILE, AL
Transaction Date	09/11/2014
Agent Mailing Address Changed From	MCDONALD, MATTHEW C 254 STATE ST MOBILE, AL 36603
Transaction Date	09/11/2014
Registered Agent Changed From	MCDONALD, MATTHEW C 254 STATE ST MOBILE, AL 36603
Transaction Date	08/14/2020
Director/Manager/Organizer Activity	BLUEWATER HOLDINGS LLC
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	ECOSOUTH INTERMEDIATE LLC A DELAWARE
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	SILASIAN HOLDINGS LLC
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	BLUEWATER HOLDINGS LLC

ECOSOUTH SERVICES OF MOBILE, LLC

Transaction Date	04/15/2022
Agent Mailing Address Changed From	MCDONALD, MATTHEW C 11 NORTH WATER STREET STE 1200 MOBILE, AL 36602
Transaction Date	04/15/2022
Registered Agent Changed From	MCDONALD, MATTHEW C 11 NORTH WATER STREET STE 1200 MOBILE, AL 36602
Transaction Date	02/07/2023
Director/Manager/Organizer Activity	*Added JOE BURKEL
Transaction Date	02/07/2023
Director/Manager/Organizer Activity	*Removed SILVER, IRVING
Transaction Date	02/07/2023
Incorporator/Member/Partner Activity	*Changed ECOSOUTH INTERMEDIATE LLC A DELAWARE
Transaction Date	02/07/2023
Principal Mailing Address Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	02/07/2023
Principal Office Changed From	NOT PROVIDED MOBILE, AL

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/27/2010 Certificate of Formation 4 pgs.
Document Date / Type / Pages	11/25/2013 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/11/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/20/2020 Articles of Amendment 2 pgs.
Document Date / Type / Pages	04/15/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	02/07/2023 Articles of Amendment 5 pgs.

BID TABULATION FOR RECYCLING EQUIPMENT RENTAL & HAULING FOR CITY OF MOBILE RECYCLING CENTERS BID #6010

	ECOSOUTH OF MOBILE	WASTE PRO OF ALABAMA	BFI WASTE SERVICES LLC, dba REPUBLIC SERVICES OF MOBILE	HAULS AWAY LLC
40 YD COMPACTOR RECEIVER	$150.00	$0.00	$159.50	$875.00
TOTAL OF 3 BINS PER MONTH	$450.00	$0.00	$478.50	$2,625.00
HAUL 40 YD ROLL-OFF COMPACTOR BID	$475.00	$550.00	$549.43	$495.00
TOTAL FOR HAULING BIN 20 TIMES/MONTH	$9,500.00	$11,000.00	$10,988.60	$9,900.00
TOTAL OF ALL MONTHLY RATES	$9,950.00	$11,000.00	$11,467.10	$12,525.00
12-MONTH TOTAL	$119,400.00	$132,000.00	$137,605.20	$150,300.00

OPTIONAL:

	ECOSOUTH OF MOBILE	WASTE PRO OF ALABAMA	BFI WASTE SERVICES LLC, dba REPUBLIC SERVICES OF MOBILE	HAULS AWAY LLC
SERVICE PLAN	$450.00 YEAR	N/A	$575.00 MONTHLY	$2,500.00 MONTHLY
FREQUENCY OF VISITS	ANNUAL	--	EVERY 3 MONTHS OR QUARTERLY	MONTHLY
LABOR RATE	$90 HR	$325 FIRST HR/$85 EA. ADDITIONAL HR	$125.00 LABOR PLUS PARTS	$350.00 HR

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Carleen Stout-Clark

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize an amendment to the Agreement between the City of Mobile and Goram Air Conditioning Company, Inc. for HVAC Maintenance and Repair various City of Mobile Facilities, to extend the term of the existing agreement for an additional one year period, with the option for one additional one-year extension, as permitted under the terms of the Agreement, as amended, and subject to annual appropriation, as outlined in the Agreement amendment.

Amount of Contract:
Not to exceed $300,000.00 per contract year

Funding Source
C0837

ATTACHMENTS:
1. Resolution
2. First Amendment to Agreement
3. SC-018-24 Executed Conctract

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Agreement between the City of Mobile and Goram Air Conditioning Company, Inc. for HVAC Maintenance and Repair – Various City of Mobile Facilities, to extend the term of the existing agreement for an additional one-year period, with the option for one additional one-year extension, as permitted under the terms of the Agreement, as amended, and subject to annual appropriation, as outlined in the Agreement amendment attached hereto and incorporated herein by reference. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

_____

City Clerk

FIRST AMENDMENT TO AGREEMENT FOR CITY OF MOBILE HVAC MAINTENANCE AND REPAIR

THIS First Amendment to Agreement for HVAC Maintenance and Repair – Various City of Mobile Facilities ("Amendment") is entered into on this ____ day of _____, 2026, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Goram Air Conditioning Company, Inc. of Mobile, a for-profit company organized under the laws of the State of Alabama ("Contractor").

WHEREAS, the Contractor and the City entered a one-year Agreement for HVAC Maintenance and Repair on or about November 5, 2024 ("Agreement"); and

WHEREAS, Contractor and City desire Contractor to continue to provide the services for an additional one-year period, with an additional one-year renewal option as authorized by the City Council; and

WHEREAS, the original Service Contract was approved by the City Council as a one-year agreement with an annual not-to-exceed amount of $300,000.00, and the City Council has now expressly authorized, by resolution approving this First Amendment, the extension of the contract term for one additional one-year period, with an additional one-year renewal option, to the extent permitted by law and City policy, provided the scope of work remains unchanged and the annual not-to-exceed compensation amount remains Three Hundred Thousand Dollars ($300,000.00) per contract year.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 2.1 of the Agreement is amended to add the following paragraph: "This Agreement shall continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of November 6, 2025, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor. The annual not-to-exceed amount for each contract year shall remain Three Hundred Thousand Dollars ($300,000.00), and the total aggregate compensation authorized under the Agreement, inclusive of all renewal terms, shall not exceed Nine Hundred Thousand Dollars ($900,000.00), subject to annual appropriation. This extension authority does not expand the scope of work."

2. Contractor shall provide updated evidence of insurance meeting all requirements of the Agreement prior to commencement of services under each extended term.

3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.

4. The City and the Contractor each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Contractor and the City respectively represent and warrant that he or she has the full and complete authority to bind Contractor and City, as the case may be, to this Amendment.

5. This First Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

GORAM AIR CONDITIONING COMPANY, INC. OF MOBILE

By:_____
Its _____ (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I , _____, a notary public in and for said County in said State, hereby certify that _____, whose name as _____, the _____ of **Goram Air Conditioning Company, Inc. of Mobile**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the ____ day of _____, 2026.

_____
Notary Public
My Commission Expires: _____

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
City Clerk

Exhibit A: Contractor Evidence of Insurance

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	GORAM AIR CONDITIONING, INC.
Project Name:	SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR – VARIOUS CITY OF MOBILE FACILITIES
Project Number:	SC-018-24
Amount:	NTE $300,000.00 PER YEAR

Adopted: NOV - 5 2024

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HVAC REPAIRS & MAINTENANCE-VARS LOC (SERVICE CONTRACT)

CAPITAL PROJECT #: C0837 (20002000-48010) **DATE OF RECEIPT:** _____

BUILDING SERVICES PROJECT #: SC-018-24

CONTRACT AMOUNT: NTE $300,000.00

PROJECT DESCRIPTION: TO PERFORM ALL HVAC MAINTENANCE AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES

VENDOR NAME: GORAM AIR CONDITIONING INC.

VENDOR NUMBER: 074050

DEPT #: 3035 **DEPT NAME:** FACILITIES MAINTENANCE

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 10/17/2024

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into 5 day of November, in the year 2024.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License Number: 195350

City of Mobile Vendor Number: 074050

State of Alabama Business Entity Number: 000-036-895

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall 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 strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to

exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

BASE BID – MAINTENANCE & REPAIR SERVICES - for all Basic Services as specified shall be billed as follows:

Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:	
Hourly Labor Rate	$ 80.00 /hour
(between 8am and 5 pm)	
Overtime Labor Rate	$ 80.00 /hour
(after 5pm and on weekends)	

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus fifteen (15%) percent.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. One (1) original invoice shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to: City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, Alabama 36604. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A - Facility Equipment List
4. Bid Form
5. DBE Waiver Form

6. Alabama Secretary of State Business Entity Documentation
7. E-Verify Documentation
8. Certificate of Liability Insurance with Endorsements
9. General Conditions
10. Addendum One, dated June 6, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or

terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service 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.

8.11 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to

affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:
Goram Air Conditioning, Inc.

Signature

Darren Deas / Vice President
Printed Name and Title

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — MOBILE ALABAMA — FOUNDED 1702

STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as Vice President of Goram Air Conditioning, Inc. and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Vice President.
Sworn to and subscribed for me this 15 day of July, 2024.

NOTARY PUBLIC
My Commission Expires: 4-14-25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

SCOPE OF WORK
SC-018-24
HVAC MAINTENANCE AND REPAIR

General:
Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include, **but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:
Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facilities Maintenance, Department. All maintenance and repair service shall be scheduled by the Building Maintenance Superintendent or designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of

hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facilities Maintenance Department. Service Contractor shall notify the Facilities Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:
Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m.
Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facilities Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facilities Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facilities Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including reasonable travel time.

Each service must be invoiced separately, and an invoice received no later than the 25th day of each month in which the work was performed.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

EXHIBIT A
HVAC MAINTENANCE AND REPAIR
FACILITY EQUIPMENT LIST

Mobile Animal Shelter 855 Owens Street		
Manufacturer	**Model #**	Capacity
Goodman	GSH130481AF	4 tons
Rudd	M2206 12886	NA
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
LG	NA	1.5 tons
Whirlpool	NA	1.5 tons

Azalea City Golf Course 1000 Gaillard Dr.		
Manufacturer	**Model #**	Capacity
Fosteria	NA	1.5 tons
Friedrich	NA	1.5 tons
Fireshield	EST	NA
Trane	2TTB2060A	5 tons
Rheem	RA1442AJINA	4 tons
Rheem	RA1442AJINA	4 tons
Trane	2TTB2072A	6 tons
Trane	2TTB2072A	6 tons
Trane	2TTA3036A	3 tons

Hurtel (Wright) Armory 1900 Hurtel Street		
Manufacturer	**Model #**	**Capacity**
Samsung	AQX36VFUAGM	3 tons
Samsung	AQX36VFUAGM	3 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC030500	3 tons
Mitsubishi	Mini-split	2 Tons
Trane	38YCC048540	4 tons

Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Daikin	DZ13SA0603AA	5 tons
Daikin	PH13PR060-H	5 tons
Daikin	DZ13SA0603AA	5 tons
Trane	TWA036D300A0	3 tons
Goodman	GSH13036ICC	3 tons
Goodman	GSH13042IBB	3.5 tons
American Standard	4A7C3042A3000BA	3 tons
Goodman	GPG1330070M41BA	6 tons

Library Administration 700 Government Street		
Manufacturer	**Model #**	**Capacity**
Armstrong Air	13ACD-036-230-15	3 TONS

Library Local History and Genealogy 753 Government Street		
Manufacturer	**Model #**	**Capacity**
Bryant	569DPX090000AA	7.5 tons

Ben May Main Library 701 Government Street		
Manufacturer	**Model #**	**Capacity**
TACO	FL-2511	130 GPM/7.5 HP
TACO	FL-2511	130 GPM/7.5 HP
Trane	RTAC-1554	155 Tons
TACO	FL-2513	295 GPM/20 HP
TACO	FL-2513	295 GPM/20 HP
Trane	BCVC036	1260 CFM
Trane	BCVC036	750 CFM
Trane	BCVC0024	600 CFM
Trane	BCVC0090	2350 CFM
Trane	BCVC036	1000 CFM
Trane	BCVC0024	700 CFM

Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2450 CFM
Trane	BCVC036	825 CFM
Trane	BCVC0072	2450 CFM
Trane	BCVC0024	700 CFM
Trane	BCVC0090	2900 CFM
Trane	BCVC0090	3600 CFM
Trane	BCVC0054	1775 CFM
Trane	BCVC0072	2200 CFM
Trane	BCVC036	1100 CFM
Trane	BCVC0018	650 CFM
Trane	BCVC036	1500 CFM
Trane	BCVC0054	2025 CFM
Trane	BCVC0054	1400 CFM
Trane	BCVC036	1200 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC036	1600 CFM
Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2650 CFM
Trane	BCVC0090	3450 CFM

Municipal Archives 457 Church Street		
Manufacturer	**Model #**	**Capacity**
Bryant	576BPX300000	48 tons
Bryant	576BPX300000	48 tons
Trane	NA	15 hp
Trane	NA	15hp

History Museum of Mobile 111 South Royal Street		
Manufacturer	**Model #**	**Capacity**
Trane	MCCA006UB000A000U	3000 CFM
Trane	MCCA008GAW0ABBB000D0 EAA00C0A0000BA000D000	4000 CFM
Trane	MCCA008GAW0ABB000E0E EAA0C0A0000AA000D0000	4000 CFM
Trane	MCCA010GAW0ABB000D0C EA00C0A0000AC000D0000	5000 CFM

Trane	MCCA012GAW0ABB000F0E EAA0C0A0000BC000D0000	6000 CFM
Trane	MCCA021CAK0C0F0A000000 0	10500 CFM
Trane	MCCA025ACH0CA0D000	12500 CFM
Trane	MCCA010MAH0C0C0A00AC 0000000	5000 CFM
Trane	MCCA021GAW0ABA000F0C EAA0C0A0000AC000D00000	10500 CFM
Trane	MCCA012MAH0C0C0A00AC 000000000	6000 CFM
Trane	MCCA012GAW0ABC000F0C EAA0C0A0000AC000D00000	6000 CFM
Trane	MCCA012BDJ0C0EA0000000	6000 CFM
Raypak	H2-2500	2,499 MBH
Trane	RTAA1004/L01A3DOBN	100 Ton
Trane	RTAA100AYL01A3DOB	100 Ton
Baldor	CAT. No. M3313T	10 HP
Baldor	CAT. No. M3313T	10 HP
Kone	456-230	12000 lb
Kohler	Kohler 400	400 kW
Metasys	NA	

Police – Special Operations **850 St. Anthony Street**		
Manufacturer	**Model #**	Capacity
1 chill water pump for the entire building (1975) no back up pump		
1 hot water heater for the entire building (1975) no back up pump		
Trane Chiller #1	CGADC50GAFA1RE	
Trane Chiller #2	CGADC50GAFA1RE	
1st floor fan/ coil units, each has hot water coils and chill water coils: approx 35 units serving the first floor offices only pneumatic cw valves and hw valves		
Airtherm	06-IL-F	
Large air handler. 4th floor/ attic serves 2nd and 3rd floors only. Installed in 1975 during building renovation. No visible tags or plates on the unit.		
Mixing pneumatic boxes on 2nd and 3rd floors above drop ceilings: Aeronca, Inc. Environmental Control Group.		

Public Works Garage **770 Gayle Street**		
Manufacturer	**Model #**	Capacity
Dayton	Not Visible	

Perfect Air	Not Visible	
Goodman	PCK024-1C	2 tons

Public Works Administrative/Service Buildings 770 Gayle Street		
Manufacturer	**Model #**	**Capacity**
Main Building		
Unit Heaters - about 20 throughout the facility with some replacements		
Baseboard heaters - some legacy systems at toilet rooms and training room		
Goodman	CK60-10	5 ton
Goodman	CK60-10	5 ton
Quietside (minisplit)	QSHC-182	2 ton
Payne	PA13NR024	2 ton
Gree (minisplit)	Not Legible	2 ton
Rheem	RAWL-090DAZ	7.5 tons
Goodman	GSC100904AC	7.5 tons
Goodman	GSC100904AC	7.5 tons
York	K4EU090A33A	NA
York	K4EU090A33A	NA
There are approximately 9 through-wall units at individual office areas.		
Truck Wash Bay		
Carrier	FB4ANF042	4 tons
Carrier	2099E12227	NA
Maintenance Division Office		
Payne	PA13NA036	3 tons
Rudd	UBHA 24J14SFBA1-T	2 ton
Goodman	GSL-4G-IL	3 tons
Sanitation		
Goodman	GSC130483CB	4 ton
York	HIRA036S25B	3 ton

Tillman's Corner Community Center 5055 Carol Plantation Road		
Manufacturer	**Model #**	Capacity
Trane	TWE240B300CA	20 Tons
Trane	TWE090A300CA	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BB	7.5 Tons

Trane	TWA240B300BC	20 Tons

West Regional Library 5555 Grelot Road		
Manufacturer	**Model #**	Capacity
TACO		5 HP
TACO		5 HP
Trane	RTAA1104XM01A3DOBP	110 TONS
Trane	RTAA1104XM01A3DOBP	110 TONS
TACO		20 HP
TACO		20 HP
Trane		17000 CFM
Trane		15000 CFM
Trane		16000 CFM
Trane		20000 CFM
Trane		6300 CFM

Western Administrative Complex (WAC) 4851 Museum Dr.		
Manufacturer	**Model #**	Capacity
Carrier	FA4ANF042	3-ton
unknown	unknown	approx 10-Ton
Samsung	unknown	approx 1.5-To
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	CGAFC60EAIIA100000009	approx 110-Ton
Trane	TWP036C100A3	3-Ton
Goodman	GSH130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Quietside	QSHC-242	1.5-Ton
Carrier	unknown	2-ton
Quietside	unknown	1.5-Ton
Quietside	unknown	1.5-Ton
Samsung	AR09JSALBWKNC	2-ton
Trane	CCDB17AEGE0	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton

Modine	unknown	180,000-BTU
Liebert	MCS056E8YDA098	20-Ton
Liebert	MCS056E8YDA098	20-Ton
Gemini	unknown	approx 10-Ton
Bryant	580FPU150224ABGA	12.5 Ton
Carrier	unknown	approx 10-To
Mitsubishi	MUH09EW	1.5-Ton
Mitsubishi	MUH09EW	1.5-Ton
Samsung	ARO9JSALBWKC	2-ton
Carrier	unknown	1.5-Ton
Carrier	unknown	1.5-Ton
Mitsubishi	unknown	1.5-Ton
Yok-Sipley	SPW-50-N	675,000-BT
Taylor Power Systems	TD275	280-kW
Taskmaster	unknown	unknown
Taskmaster	unknown	unknown
Simples	unknown	unknown

Police Central Headquarters 2460 Government Street		
Manufacturer	**Model #**	Capacity
(1) - Goodman	Split System	1.5 Ton
(2)- Carrier	Package Unit	3 Ton
(2) - Rheem	Split System	7.5 Ton
(1) -Trane	Split System	7.5 Ton
(1) Trane	AHU	10 Ton
(1) Rheem	AHU	10 Ton
(4) Rheem	Condenser	5 Ton
(2) Rheem	Split	4 Ton
(2) Trane	Water Cooled AHU	10 Ton
(1) Rheem	AHU	2 Ton
(3) Trane	Water Cooled AHU	5 Ton
(1) Trane	Water Cooled AHU	6 Ton
(1) Carrier	Condenser	4 Ton
(1) Carrier	Condenser	3 Ton
(1) Trane	AHU	7.5 Ton
(1) York	AHU	7.5 Ton
(1) Goodman	Condenser	7.5 Ton
(1) Trane	Condenser	7.5 Ton
(1) Gibson	Condenser	2 Ton
(2)	Roof Top Cooling Towers	unknown
(1) Bohn	Condenser	7.5 Ton

(1) Bard	Trailer Unit	3 Ton

FS 3 - Central Fire Station 701 St Francis Street		
Manufacturer	**Model #**	Capacity
(1) Bryant	Split System	10 Ton
(1) Goodman	Split System	3.5 Ton
(1) Trane	Package Unit	15 Ton
(1) Ruud	Split System	6 Ton
(3) Perfect Air	Window Unit	24K Btu
(1) Goodman	Split System	2.5 Ton
(1) Goodman	Split System	3 Ton
(1) Bryant	Split System	2.5 Ton
(1) Goodman	Furnace	75000Btu
(1) Thermal Zone	Window Unit	18000 Btu
(3) Comfort Air	unknown	18000 BTU
(1) Kraft	Window Unit	Unknown
(2) Frigidaire	Window Unit	Unknown

Exploreum 65 Government Street		
Manufacturer	**Model #**	Capacity
Rheem	G75-75N-2	72.8 GPH
Rheem	82V52-2	50 Gal
Trane	MCCA014GAPOABC000G0EE A 0000BC00D	7000 CFM
Trane	MCCA021BCG0CADA0000000	10500 CFM
Trane	MCCA040GAP0ACA000J0EEA 0 0CAA000	20000 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA030BAG0C)CA0000000	15000 CFM
Raypak	H3-1468A	726 MBH
Raypak	H3-1468A	726 MBH
Trane	CVHE500	500Ton
BAC	NA	NA
Marathon	286TTDCA6026	25 HP
Baldor	CAT. No. EM3311T	7.5 HP
Marathon	PVH	30 HP

Trane	TTA072C400A0	6 Tons
Trane	NA	NA
Trane	NA	NA
Pure	PS-14.5 (D)	
Siemens	NA	

Mobile Civic Center – Expo Hall 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
AC1	TYPE L-35	K2K227625
AC2	TYPE L-35	K2K227626
AC3	TYPE L-17	K2K227627
Rheem Water Heater	PROG50-38N RH58	Q431409700
Raypak Boiler	C-1630T	102051
3HP hot water pump motor		
Mobile Civic Center – Expo Hall West Exhibit Promenade 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
Trane Rooftop Package Unit	TDC360B40K0B1BA1AB00000 HH0000000	C13H00445
AC-1	AIR HANDLER IN CEILING	

Mobile Civic Center – Theater 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
Trane (R-22)	RTHB180FLF00LWP000UNN3 LF2LFV0040	U97G03229
Carrier – ACT #1	39AC10D3496-3	63191615
Carrier – ACT #2	39AC6032TH1	63191560
Carrier – ACT #3	39AC5007TH1	53191558
Carrier – ACT #4	39AC11D3595-2	63191627
Carrier – ACT #5	39AC6057UBF5	63191562
Carrier – ACT #6	39AC9D2398-4	63191602

Carrier – ACT #7	39AC14D6095-2	63191640
Carrier – ACT #8	39AC5007TH2	63191557
Carrier – ACT #9	39AC6032TH1	63191561
Evapco Cooling Tower	AT 8-312B	951328
Frigidaire Window Unit - Sound Booth	FRH18EMT2	KK95140714
Maytag Window Unit - Backstage	MEY18F7F-B	KR197613288Y
Laars Boiler	LC-770	125924
Hurst Boiler	LPE-G-90-30W	LPE3363011
Speedaire Air Dryer	3YA50A	GR015A1151312038
15HP Condenser Water Pump Motor		
15HP Chilled Water Pump Motor		
2ea – 5HP Hot Water Pump Motors		
Air Compressor		
3/4HP Pump Motor for Domestic Hot Water		
4ea – Hanging Hot Water Bay Heaters		
3/4HP Pump Motor Booster Pump		

Mobile Civic Center – Arena 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
AHU A-1	VCASR01R0DN	K88E15940
AHU A-2	VCASL01L0DN	K88E15941
AHU A-3	VCASR0160DN	K88E15930
AHU A-4 Trane	VCA5L01L0DN	K88E15942
AHU A-5	VCS8R01RRBJ	K88E16158
AHU A-6	VCS8L01LLBJ	K88E161559
AHU A-7	Meeting Room 16 in Ceiling	

AC-1	West Exhibit Promenade in Ceiling	
AC-2	East Exhibit Promenade in Ceiling	
AC-3	Meeting Room 14 in Ceiling	
AC-4	Backstage in Ceiling	
AC-5	Backstage in Ceiling	
AC-6	Backstage in Ceiling	
AC-7	39AC7D239 5-1	63191584
AC-8	39AC10D359 8-4	63191630
AC-9	39AC10D359 8-4	63191631
AC-10	39AC8D239 8-4	63191596
AC-11	39AC11D359 5-6	63191629
AC-12	39AC10D359 8-4	63191632
AC-13	39AC13D359 5-1	63201742
AC-14	39AC13D3595 5-1	63191638
AC-15	39AC13D359 5-1	63201743
AC-16	39AC13D359 5-1	63191639
AC-17	39AC13D359 5-2	63201740
AC-18	39AC13D359 5-2	63201744
AC-19	39AC13D359 5-2	63201741
AC-20	39AC13D359 5-2	63201745
AC-21	East Spot Light Cat Walk	
AC-22	North Spot Light Cat Walk	
AC-23	West Spot Light Cat Walk	
AC-66	39AC8D2239 5-2	63191595
AC-67	39AC8D239 5-1	63191594
AC-68	Concourse Cat Walk	
AC-69	In Ceiling	
Trane Outdoor for Kitchen	TTA180B400FA	347329TAD

Trane Package Unit for Ticket Booth	TCH024A100AA7	
Hurst Boiler	S3.G.100.30W	D5500.30.1
Hurst Boiler	S3.G.100.30W	D5500.30.2
Trane Chiller	CVHE050FA2L03UL225627D6 N1C0000000T00F0000010	L97F04522
Carrier Chiller	19XR-4242384CPH64	2099J57902
Marley	Big Cooling Tower	
2ea = Evapco	Little Cooling Towers	
2ea = 40HP Condensing Water Pump Motors		
2ea = 75HP Chilled Water Pump Motors		
Raypak Boiler	W1-1468A-CCDRDAA	9312112311
2ea = Air Compressors		
2ea = Booster Pumps for Expo Hall		
2ea = Hot Water Booster Pumps		
2ea = Hot Water Pumps		
2ea = Domestic Hot Water Pumps		
1ea = Small Boiler		
1ea = Air Dryer		
2ea = Loggia	Air Handlers in the Ceiling	
Hot Water Pump for Loggia		
Cold Water Pump for Loggia		
Kitchen Air Handler		

END OF SECTION

BID FORM

The following Bid Format 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
FACILITIES MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT - VARIOUS CITY OF MOBILE FACILTIES - HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facilities Maintenance Department and dated May 29, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facilities Maintenance 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,

COMPANY NAME: Goram Air Conditioning Company, Inc

ADDRESS: 1252 Houston Street, Mobile, AL. 36606 **PHONE** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] **(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, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following **Labor Rates:** Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:
Hourly Labor Rate (between 8am and 5 pm) $ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends) $ 80.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Fifteen (15%)**

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:
Addendum Number 1, Dated 6/6/24
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Mobile County Public Works
Company Address: Mobile, AL.
Telephone: 251-605-5959 Email: Loretta.Ridgeway@mobilecountyal.gov
Type of Work: HVAC/Mechanical
Date(s): 6/1/1975 thru Present

B. Reference #2:
Company Name: Baldwin County Board of Education
Company Address: 2660 North Hand Ave., Bay Minette, AL., 36507
Telephone: 251-554-4804 Email: fboatwright1@bcbe.org
Type of Work: HVAC/Mechanical
Date(s): 12/1/1977 thru Present

C. Reference #3:
Company Name: Georgia-Pacific
Company Address: Naheola Mill, 7503 HWY 114, Pennington, AL., 36916
Telephone: 205-459-1855 Email: Chris.Weaver@gapac.com
Type of Work: HVAC/ Mechanical
Date(s): 10/1/1980 thru Present

Questions:

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

6. 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.

COMPANY NAME:

Goram Air Conditioning Company, Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren Deas
(Typed)

TITLE Vice President
(Typed)

DATE July 10th, 2024

Sworn to and subscribed before me this 10th **day of 20** 24

Scarlett C. Scoggins
Notary Public

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-018-24 Current Date 5.00 / 29.00 / 24.00

Project Description Service Contract- VARIOUS CITY OF MOBILE FACILITIES- HVAC Maintenance and Repair

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

Chad B. Holm

Requested By (Department Director)

(Signature) Building Services Project Manager (Title) 5/29/24 (Date)

251-208-7519
Telephone Number

chad.holm@cityofmobile.org
Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 6/5/2024 (Date)

Approved By (CAO)

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

Goram Air Conditioning Company, Inc.	
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
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No):
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1944660382 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			P100546AL2024	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			PUAL129001	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - BUILDERS RISK - Installation Floater Policy
Policy Number: A0160905002
NAIC# 23434
Carrier: Middlesex Insurance Company
Policy Term: 1/1/2024 - 1/1/2025
Limits: Any One Job Site: $350,000 At Any Location Other Than A Job Site: $100,000 Property In Transit: $25,000 Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the
See Attached...

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 366331827
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
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

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR SC-018-24

Certificate holder is complete to include: City of Mobile

ACORD 101 (2008/01)

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GENERAL CONDITIONS
May 29, 2024

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facilities Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
1) Payments shall be made upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents

7. **SAFETY:**

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor
1) fails to perform service in a satisfactory manner; or

2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities - HVAC Maintenance and Repairs

Project #SC-018-24

Date: June 6, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 29, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attendance Roster, dated June 5, 2024, and Agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

Item 3. The Bid Receipt and subsequent Bid Opening date has been postponed to June 26, 2024. The associated time and location remain unchanged.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various City of Mobile Facilities - HVAC Mainteance and Repair - SC-018-24	Various	2024-06-05

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Chad Holm	City of Mobile, Building Services Dep	251-208-7519			chad.holm@cityofmobile.org
Darren Dees	Goram	251-379-3233			Darren@goramair.com
Keith Bradley	C.O.M.	251-574-6235			Keith.Bradley@CityofMobile.org
Jim Colby	Persons Services	251 625 9765			JColby@Personsservices.com
Shawn Tuck	Integrity Maintenance	(251) 513-5953			Stuckintegritymaintenance@gmail.com

Service Contract – Various City of Mobile Facilities –
HVAC Services
Project # SC-018-24
PRE-BID CONFERENCE
10:00am Wednesday, June 5, 2024
850 Owens Street, Mobile, Alabama 36604

AGENDA

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions – Building Services Department, Project Manager
      Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
      Public Superintendent
      Clifton Thomas, 251-208-1575 office; thomasc@cityofmobile.org

2) **Discussion of Scope of Work:**
   A. The scope of this project is to:
      1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of HVAC services for various City of Mobile buildings and facilities on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department, as outlined in the Bid Documents, dated May 29, 2024.
   B. Possess a General Contractor License and employ at least 15 experienced (1 year experience as journeyman or higher) and certified HVAC technicians. Supply all EPA Universal Technician Certifications for each Journeyman level or above HVAC technician that will work on City equipment. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
   C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
   D. Site access shall be limited to pre-approved locations agreed upon in advance by the Public Buildings Superintendent and designated representatives and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
   E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
   F. Work hours shall typically be 7am to 5pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 5pm. After hours shall be from 5pm to 8am.
   G. Upon coordination with the Public Buildings Superintendent, Contractor shall start with the project within 10 days following the written Notice to Proceed.
   H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3) **Bidding instructions, forms, special requirements and time:**
   A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to thomasc@cityofmobile.org.
   B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
   C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
   D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically

disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.

E. Receipt of Sealed Bids shall be Wednesday, June 19, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.

F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, General Contractor's 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 Contractors name shall be exactly the same.

5) Payment requirements.

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Facilities Maintenance Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
CJ Small, Councilmember

Purpose and Scope of Project:
To provide additional funding to the Contract for providing Construction Administration (CA) Services for the Construction Phase, additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project and modification of the restrooms not included in the original design scope of services.

Amount of Contract:
$190,725.00 total amount of change order

Funding Source
C0538

ATTACHMENTS:
1. Contract Amendment
2. Resolution Taylor Park (002)

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: EMMA DEAN / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 12/23/25
CityLaw ID: A25-1079
Project / Contract Title: CHANGE ORDER / CIP TAYLOR PARK COMMUNITY CENTER IMPROVEMENTS
Vendor / Consultant: WATERMARK DESIGN GROUP, LLC

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

☐ Contract / Agreement / MOU / Easement
☐ Exhibit A – Scope of Work
☐ Exhibit B – Compensation or Fee Schedule
☐ Exhibit C – Insurance Requirements
☐ Certificate of Insurance (COI)
☐ Endorsements
☐ Resolution
☐ Amendment(s)
■ Change Order(s)
☐ Contract Prior Amendments/Change Orders
☐ E-Verify documents
☐ Other (specify): _____

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

☐ Contract / Agreement / MOU / Easement
☐ Exhibit A – Scope of Work
☐ Exhibit B – Compensation or Fee Schedule
☐ Exhibit C – Insurance Requirements
☐ Certificate of Insurance (COI)
☐ Endorsements
■ Resolution
☐ Amendment(s)
☐ Change Order(s)
☐ Contract Prior Amendments/Change Orders
☐ E-Verify documents
■ Other (specify): PLEASE ROUTE THROUGH CIVICPLUS WITH A RESOLUTION

_____

_____

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
12/23/25 — **Date**

CHANGE ORDER REQUEST FORM
AMENDMENT
CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3030

DATE OF REQUEST: 12/15/2025

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: WATERMARK DESIGN GROUP LLC V#271288

DISTRICT#: Select Item. 3

DEPT. PROJECT#: PR-003-24

REQUEST: Please Select option. $ 190,725.00 from Capital Project#/Title:
C0538 CIP TAYLOR PARK-COMMUNITY CENTER IMPROVEMENT

to contract# 5036.

Total amount of Change Order: $ 190,725.00

Current contract amount: $ 470,000.00

Revised contract amount: $ 660,725.00

Comments: THE CONTRACT SUM SHOWS THE ADDITIONAL DESIGN SERVICES TO MODIFY ORIGINAL CIVIL/ELECTRICAL DESIGN AND MEN'S AND WOMEN'S RESTROOMS.

PLUS, CONTRACT ADMENDMENT SERVICES FOR CONSTRUCTION PHASE.

Marilyn Bullard
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

December 04, 2025

Project: Taylor Park Community Center PR-003-24 (C0538)

Subject: Recommendation for Approval of Amendment 01 to Watermark Design Group, LLC. Contract 5036.

Volkert recommends approval of the attached Amendment 01 to Watermark Design Group, LLC. Contract 5036. This amendment provides for the following

- Add $143,085.00 to provide Contract Administration Services for the Construction Phase of the project.
- Add $26,180.00 to provide additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project not included in the original design scope of services.
- Add $21,460.00 to modify the Men's and Women's Restrooms.

Original Contract Sum	$ 470,000.00
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 470,000.00
Net Contract change by this Amendment	$ 190,725.00
New Contract Sum including this Amendment	$ 660,725.00

This increase in the Contract value, including all previous additive amendments, is exceeds 10% of the original Contract value and requires City Council approval.

It is further recommended that this Amendment 01 be funded from the unencumbered monies in Munis Project C0538.

Sincerely,

Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

PROJECT NAME: Taylor Park Community Center

AMENDMENT NO.: 01

PROJECT ADDRESS: 1050 Baltimore Street

DATE: December 15, 2025

ARCHITECT: Watermark Design Group, LLC.
2970 Cottage Hill Road, Suite
Mobile, Al 36606

PROJECT NO.: PR-003-24 (C0538)
CONTRACT DATE: September 10,2024
CONTRACT NO.: 5036

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for providing Construction Administration (CA) Services for the Construction Phase, additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project and modification of the restrooms not included in the original design scope of services.

- $143,085.00 for CA Services
- $26,180.00 for Civil Redesign
- $21,460.00 for Restroom Modifications

Total increase in Contract value of $190,725.00.

Original Contract Sum	$ 470,000.00
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 470,000.00
Net Contract change by this Amendment	$ 190,725.00
New Contract Sum including this Amendment	$ 660,725.00

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

Watermark Design Group, LLC.

John A. McArthur III
CONSULTANT:

SIGNATURE

John A. McArthur, III, Architect/President
(*Printed Name/Title*)

12-5-2025
DATE

Real Estate Asset Management

CITY OF MOBILE

SIGNATURE

Carleen Stout, Director

1/7/26
DATE

SIGNATURE

SPIRO CHERIOGOTIS, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

ACORD

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	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-03	2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO		X	BAP 3534779-03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A	X	WC 3534777-03	2/1/2025	2/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park – New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

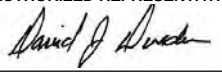
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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September 19, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Construction Administration Services
Taylor Park Community Center – CA Services

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Construction Administration related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on Construction Phase of the previously submitted Designs for the City of Mobile including permitting coordination, bidding phase coordination, and construction phase coordination.

Work Activities and Deliverables

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Construction Administration Services Phase

- The project team will collaborate with the City of Mobile Permitting Department for Plans Review as a portion of the Permit process including Building, Civil Land Disturbance, and NPDES. Our team will provide responses to comments and amend the documents as needed for the general scope approval. If a major renovation to the plans is needed, additional discussions with the City will be required.
- Our team will assist in the Bidding Process, inclusive of responses to RFIs and amending of the Construction Documents through Addenda as needed.

- Our team will provide basic Construction Administration services; including limited site observations in the form of bi-weekly OAC meetings, Contractor's pay application review, and Construction RFIs for the construction duration.

Assumptions/Exclusions

- All design elements have been provided during the Construction Documents phase.
- Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a cost plus reimbursable.
- No Special Inspections or Construction Materials Testing services are included and/or provided as a portion of this proposal, but could be provided on a T&M basis upon request.
- ADEM Observations and Reporting is provided as an Hourly NTE $9,240.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed the following lump sum fees.

Fee Breakdown	
Construction Administration Phase	
Bidding & Permitting Assistance	$18,400.00
ADEM Erosion Control Observation & Reporting Services	$9,240.00
Land Disturbance / NPDES Permit	$8,400.00
Bidding Coordination & Addenda	$10,000.00
Construction Administration Assistance	
Architectural & Project Management	$25,500.00
Structural	$10,000.00
Mech, Electrical, Plumbing (DBE)	$31,075.00
Civil Site and Landscape	$30,470.00
Total for Professional Services:	**$143,085.00**

*Note: CMT Testing and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon receiving a fully executed contract. We anticipate that the construction contract duration will last 320 days, barring any unforeseen delays. If the time shall extend, an additional services amendment may apply.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC



John (Sandy) A. McArthur III, AIA
Principal Architect / President



Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

September 19, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Design Services
Taylor Park Community Center – Amendment for Site Modifications – Rev1

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Design related services for the modifications to the Construction Documents for the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the adjacent parcel to the existing Community Center, thus updating the following improvements within our design documents: additional site grading and stormwater retention, rework of the proposed site lighting, and set up for potential future improvements.

Work Activities and Deliverables

The following tasks are proposed to amend the design, with an outline of the activities and examples of deliverables that we anticipate.

Additional Site Civil Design (Task 1)

- Revisions to construction documents to incorporate a regional storm facility serving Taylor Park site and proposed future development, and future ball field.
  - Focus will be on grading and drainage, but there will be layout and demo revisions involved to accommodate some initial leveling / fill of the future field pad and site access.
  - KH will define a target impervious number for future improvements based on the CAD file shared and size the pond to receive up to 10% additional impervious. That number will be fixed.
- Revisions and resubmittal of the ADEM Permit and response to new comments from City of Mobile Land Development Permit staff.

  - Revision to the Maintenance and Operating Plan.
- Limited additional bid assistance including a future ASI / Addendums to bid set upon contractors NTP.

Additional Site Electrical Design (Task 2)

- Revisions to the overall site with respect to the potential future development and improvements as provided within the CAD file form the City.
  - Including but not limited to, removal of the sidewalk and bollard lighting to the neighboring housing complex, rework of the site lighting along the walking trail at the rear of the site as needed.

Additional Architectural Design & Management Coordination (Task 3)

- Coordination of design disciplines for the revisions to the Site based on CAD file and potential future development as presented by the City. Development and issuance of addenda during the Bidding Phase to reflect these changes.

Summary of Cost & Professional Services Fees

Please see the lump sum fees below associated with the phases and tasks identified above.

Fee Breakdown	
Task 1 – Site Civil Design Services	$17,930.00
Task 2 – Site Electrical Design Services	$2,750.00
Task 3 – Architectural Design Services	$5,500.00
Total for Professional Services:	**$26,180.00**

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. A separate proposal will be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon Notic to Proceed from the City. We anticipate that the design for this project could be completed within 3-weeks barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

Re: CoM Taylor Park Community Center - Amendment for Site Modifications

NG Nicholas Gray <ngray@watermarkarch.com>
To Brandon Miller

Reply | Reply All | Forward

Tue 9/23/2025 3:10 PM

You replied to this message on 9/23/2025 3:23 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.

External Email

Yes sir, it is based on an assumed number of hours based on our standard rates for our team to update revised base plans and to coordinate the issuance of those plans and any RFIs within future Addenda. (Please see anticipated below.)

Senior Designer - $130 / Hour x 16 = $2,080
Interior Designer - $155 / Hour x 10 = $1,550
Senior Project Manager - $235 / Hour x 8 = $1,880
Total Estimated Fees: $5510

Since we are providing this level of information, if the time requirements extend over the presumed, is their room for future adjustments/amendments? Just wondering since the City does not typically ask for these details with our proposals.

Thank you,
Nic Gray
Watermark Design Group, LLC
251-490-1472

Outlook

RE: Baltimore Street Apartments Cad File

From Martin, Adam <Adam.Martin@kimley-horn.com>
Date Wed 9/17/2025 5:37 PM
To Nicholas Gray <ngray@watermarkarch.com>; Claudia Hymel <chymel@watermarkarch.com>
Cc Channell, Hunter <Hunter.Channell@kimley-horn.com>; Landry, Jared <Jared.Landry@kimley-horn.com>; Black, Brandon <Brandon.Black@kimley-horn.com>; Jones, Brock <Brock.Jones@kimley-horn.com>

-- [EXTERNAL EMAIL] Please Use Caution --

Nic, Claudia,
Below is a scope outline and fee. I did double check with permitting, George Davis, and he confirmed we would be able to resubmit the changes under our current process. No restart based on that conversation.

Amendment Scope Includes:

- Revisions to construction documents to incorporate a regional storm facility serving Taylor Park site and proposed future development, and future ball field.
  - Focus will be on grading and drainage, but there will be layout and demo revisions involved as we discussed yesterday to accommodate some initial leveling / fill of the future field pad and site access.
  - KH will define a target impervious number for future improvements based on the CAD file shared and size the pond to receive up to 10% additional impervious. That number will be fixed.
- Revisions and resubmittal of the ADEM Permit and response to new comments from City of Mobile Land Development Permit staff.
  - Revision to the Maintenance and Operating plan.
- Limited additional bid assistance including a future ASI / Addendums to bid set upon contractors NTP.

Fee is $16,300.

Please note that fee is much leaner than the range we initially assumed, and the pace at which we're being asked to move.

If we can get an email NTP as a form of execution, we can formalize the amendment later so that we can stay on schedule. We'd like to get started ASAP, but if we need to wait on a formal NTP or revisit scope and fees we may need to have another conversation about schedule expectations.

Adam Martin, PLA
Kimley-Horn | 11 North Water Street, RSA Battle House Tower, Suite 9290, Mobile, AL 36602
Office: 251 436 1776 | Mobile: 662 694 0018
Email: adam.martin@kimley-horn.com

From: Roberts, James <james.roberts@cityofmobile.org>
Sent: Tuesday, September 16, 2025 4:30 PM
To: brandon.miller@volkert.com; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>; Stout, Carleen

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
251.455.9189

SBA
U.S. Small Business Administration
EDWOSB CERTIFIED

September 18, 2025

Mr. Nic Gray
Watermark Design
2970 Cottage Hill Road
Suite 200
Mobile, AL 36606

Re: Engineering Services Fee Proposal
Taylor Park Renovations – Additional Services for Site Revisions

Nic,

We propose to render professional engineering services for the above-mentioned project. The owner of this project is the City of Mobile. The scope of work for Jaguar Consulting is to provide design documents for additional services to modify the site lighting to accommodate future site buildout. Specific design would include modifications to delete the site lighting at the sidewalk towards the new neighborhood and most of the site lighting at the rear and adding in panel capacity for future site lighting / baseball lighting?

We propose to render services and make submittals as follows:

100% Construction Documents and specifications	$2,500.00

We propose a total fee of $2,500.00.

We trust you will keep us informed of the Owner's requirements and budget changes, and provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. We will prepare the AutoCAD base drawings for this project.

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide your firm with .pdf files of drawings and specifications.

We are prepared to schedule the work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

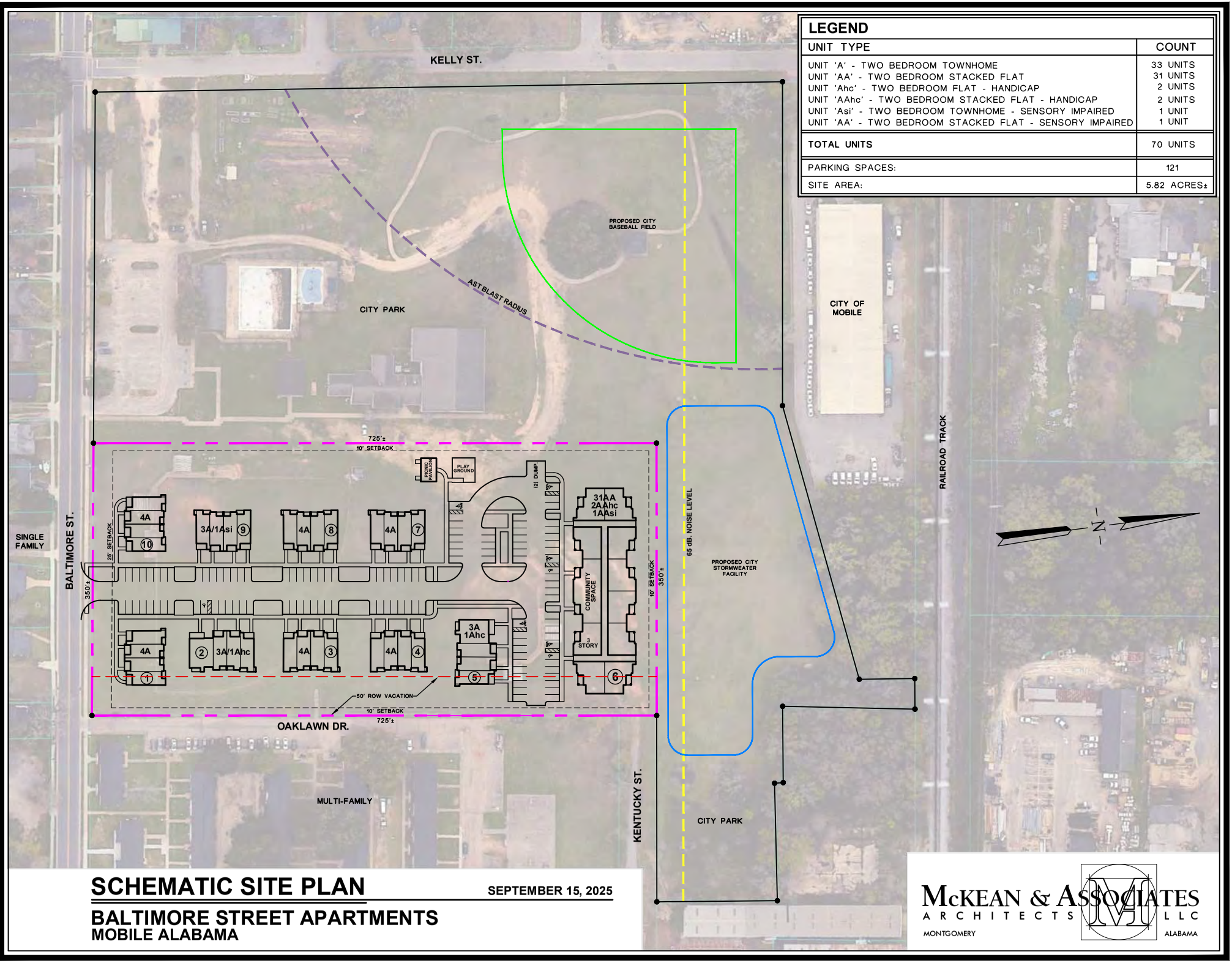
Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____

Date: _____



LEGEND	
UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM TOWNHOME	33 UNITS
UNIT 'AA' - TWO BEDROOM STACKED FLAT	31 UNITS
UNIT 'Ahc' - TWO BEDROOM FLAT - HANDICAP	2 UNITS
UNIT 'AAhc' - TWO BEDROOM STACKED FLAT - HANDICAP	2 UNITS
UNIT 'Asi' - TWO BEDROOM TOWNHOME - SENSORY IMPAIRED	1 UNIT
UNIT 'AA' - TWO BEDROOM STACKED FLAT - SENSORY IMPAIRED	1 UNIT
TOTAL UNITS	70 UNITS
PARKING SPACES:	121
SITE AREA:	5.82 ACRES±

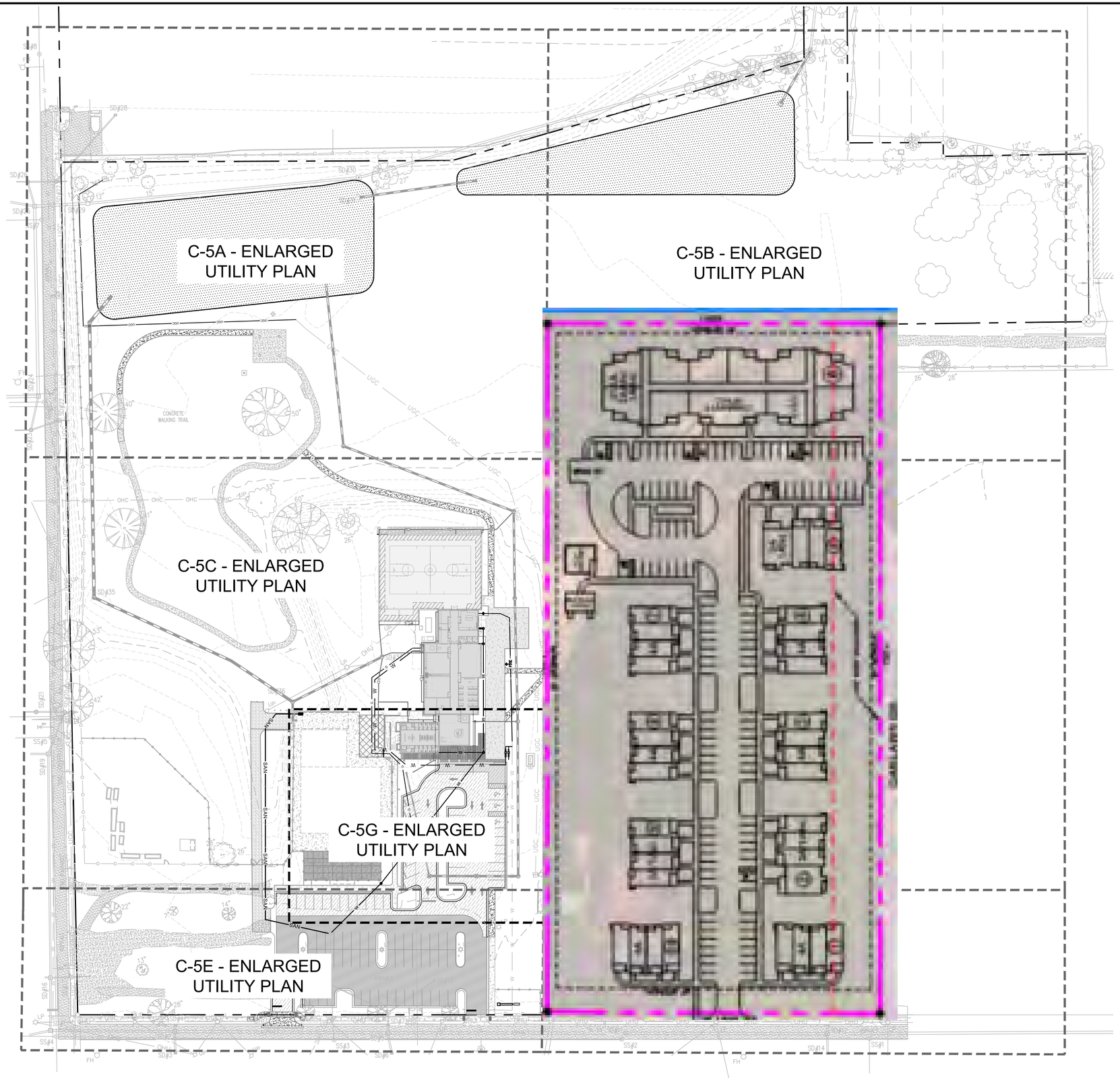
SCHEMATIC SITE PLAN

SEPTEMBER 15, 2025

BALTIMORE STREET APARTMENTS
MOBILE ALABAMA

McKEAN & ASSOCIATES ARCHITECTS LLC
MONTGOMERY ALABAMA

- 9/11/2025 11:33:49 AM



UTILITY NOTES:

1. ALL SANITARY SEWER CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
2. CONTRACTOR SHALL COORDINATE UTILITY CONNECTION AND REROUTING LOCATIONS WITH APPLICABLE AGENCIES.
3. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MOBILE SANITARY SEWER AND WATER STANDARDS AND SPECIFICATIONS.
4. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
5. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
6. ALL UTILITY CONNECTIONS END AT 5' OUTSIDE OF THE BUILDING FOOTPRINT. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR BUILDING LAYOUT AND INTERNAL UTILITY SERVICE.
7. ALL ONSITE UTILITIES SHALL BE LOCATED UNDERGROUND.
8. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.

UTILITY LEGEND:

- W — DOMESTIC WATER SERVICE
- W — DOMESTIC WATER SERVICE (FIRE)
- UGP — PROPOSED ELECTRIC LINE
- G — NATURAL GAS SERVICE LINE
- SAN — SANITARY SEWER LOW PRESSURE FORCE MAIN
- SS — SANITARY SEWER GRAVITY SEWER LATERAL
- RD — ROOF DRAIN
- UGC — UNDERGROUND CABLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SANITARY SEWER GREASE TRAP
- SANITARY SEWER INLINE POOL PUMP
- WATER VALVE
- FIRE DEPARTMENT CONNECTION (FDC)
- FIRE HYDRANT
- WATER MAIN TAPPING SLEEVE
- WATER CONNECTIONS AND BENDS

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
11 NORTH WATER STREET, RSA BATTLE HOUSE TOWER
SUITE 9290, MOBILE, AL 36602
PHONE: (251) 263-8350
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION

ALABAMA LICENSED PROFESSIONAL ENGINEER
09/12/25
JARED D. LANDRY
09-12-2025

watermark DESIGN
2970 Cottage Hill Road, Suite 200 | Mobile, AL 36606 | 251.344.5515

CITY OF MOBILE PROJECT NO: PR-003-24
TAYLOR PARK
NEW COMMUNITY CENTER & SITE IMPROVEMENTS
1050 BALTIMORE STREET, MOBILE, ALABAMA 36605

THIS DRAWING REPRESENTS DESIGNS PREPARED BY WATERMARK DESIGN GROUP, LLC FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE REUSED, COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE WATERMARK DESIGN GROUP, LLC. REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS AT THE USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WATERMARK DESIGN GROUP, LLC, AND IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW. ANY SUCH UNAUTHORIZED USE IN THIS MANNER SHALL CONSTITUTE ACCEPTANCE OF THE FOREGOING TERMS.

SHEET TITLE: OVERALL UTILITY PLAN

PROJECT STATUS:	90% DESIGN DEVELOPMENT	Designed:	CHC
ISSUE DATE:	MAY 09, 2025	Drawn:	BMB
PROJECT NO:	24-1101-0131	Checked:	SAM

SHEET NUMBER: C-5

- K:\MOB_Civil\142920 - City of Mobile\004 - Taylor Park\CADD\PlanSheets\C-5 UTILITY PLAN.dwg

December 1, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Design Services
Taylor Park Community Center – Amendment for Restroom Redesign – Rev0

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Design related services for the restroom modifications to the Construction Documents for the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to redesign the current Bid Documents to provide separate men's and women's restroom and changing rooms in lieu of unisex, single use stalls at the New Community Center. The redesign will include architectural, interior design, lighting, mechanical, and plumbing revisions.

Work Activities and Deliverables

The following tasks are proposed to amend the design, with an outline of the activities and examples of deliverables that we anticipate.

Additional Restroom Redesign

- Revisions to construction documents to incorporate a separate men's and women's restroom within the current 'restroom wing' serving the Taylor Park Pool and Community Center.
  - Architectural & Interior Design Modifications:
  - Mechanical, Plumbing, & Electrical Modifications:
- Revisions will be resubmitted to the City of Mobile Permitting / Plans Reviewer for review during the current CSS Process.

Summary of Cost & Professional Services Fees

Please see the lump sum fees below associated with the phases and tasks identified above.

Fee Breakdown	
Architectural & Interior Design Services	$12,500.00
Mechanical & Plumbing Design Services	$8,000.00
Additional Permitting Coordination	$960.00
Total for Professional Services:	**$21,460.00**

*Note: Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon Notic to Proceed from the City. We anticipate that the design for this project could be completed within 3-weeks barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

01-850 **2024**

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

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:	Watermark Design Group, LLC
Project Name:	CIP Taylor Park – Community Center Improvements
Project Number:	PR-003-24
Amount:	$470,000.00

Adopted: SEP 10 2024

Lana Pafenbach
City Clerk
ASSISTANT

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Taylor Park – Community Center Improvements

CAPITAL PROJECT #: C0538 (20002000-42200)

CONTRACT AMOUNT: $470,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Planning and Design related services for improvements at the Taylor Park Community Center.

VENDOR NAME: Watermark Design Group, LLC

VENDOR NUMBER: 271288

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I **Date:** 07/19/2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10 day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607
City of Mobile Business License No.: 54823
Secretary of State Registration No.: 000-601-999

for the following Project:
(Name, location and detailed description)

Taylor Park – Community Center Improvements
1050 Baltimore Street
Mobile, Alabama 36605
Project Number: PR-003-24
Scope: Planning and Design related services for the improvements at the Taylor Park Community Center

The Owner and Architect agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes: (2053334344)

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park – Community Center Improvements and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated June 17, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Planning and Design related services for the improvements at the Taylor Park Community Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park – New Community Center 1050 Baltimore Street Mobile, Alabama 36605 is Six Million Five Hundred Thousand 00/100 Dollars ($6,500,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director, REAM
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtown Loop North, Suite H
Mobile, AL 36609

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.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Nicholas W. Gray, Assoc. AIA
Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607
ngray@watermarkarch.com
251-344-5515

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607

.2 MED Engineer:

Jaguar Consulting, LLC
8658 Capital Dr. North
Mobile, AL 36695

.3 Structural Engineer:

Thompson Engineering Inc.
2970 Cottage Hill Rd.
Mobile, AL 36606

.4 Civil Engineering and Landscape Architecture:

Kimley-Horn and Associates, Inc.
11 North Water Street
RSA Battle House Tower
Suite 10290
Mobile Al 36602

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance,except Workers Compensation and Professional Liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except Workers Compensation and Professional Liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

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

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Task 1 – Programming Services:	$80,000.00
B. Task 2 – Basic Design Services:	$390,000.00

A. Total Contract Amount: (not to exceed) $470,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other

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(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20 %)
Design Development Phase	Thirty	percent (	30 %)
Construction Documents Phase	Fifty	percent (	50 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's E-Verify Documentation
   d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

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ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract-Consultant:
Watermark Design Group, LLC

ARCHITECT *(Signature)*

John A. McArthur III, AIA
Principal Architect / President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION
MOBILE
ALABAMA
ENDURING PROGRESS
FOUNDED 1702

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared **John A. McArthur III, AIA** as **Principal Architect / President** of **Watermark Design Group, LLC** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this 20 day of August 2024

NOTARY PUBLIC
My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

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watermark
DESIGN

June 17, 2024

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Shannon McIntyre

Regarding: Proposal for Professional Design Services
Taylor Park Community Center

Shannon,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Planning and Design related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the following improvements: new Community Center, new entrance, additional site parking and lighting, roadway connection to Gayle Street, and additional site drainage improvements. It is also our understanding that the overall design elements have not been fully defined and the City will further define the scope of services and work within a programming phase.



Figure 1: Existing Taylor Park.

Work Activities and Deliverables

The project team sets a trajectory for success during the first stage of the design process. Our team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the design process. We advocate for a transparent and collaborative process that includes the City of Mobile staff, design professionals, and local user groups to better inform project decisions and strengthen the richness of thought infused into the project.

Team Members:
Watermark Design Group – Architecture and Project Management.
Thompson Engineering – Structural Engineering
Kimley-Horn – Civil Engineering, Landscape Architecture
Jaguar Consulting – Mechanical, Plumbing, Fire protection, and Electrical Engineering

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Programming / Pre-Design Phase (Task 1)

- Our team proposes to provide Programming and Pre-Design Services for the project. These services were estimated using a history of similar projects. Our team will perform these programmatic services on a time and materials basis, with a not-to-exceed amount unless approved by the Owner.
- Identifying the physical and aesthetic desires for the park expansion and facilities is a fundamental activity that must be completed early to ensure that design efforts address the needs of City of Mobile. In order to do so, we are including programming and a comprehensive site inventory and analysis in this proposal. Programming is a critical component to fully understand the project as a whole and how the separate design elements fit within the overall context of the site. Developing the program allows us to understand the goals and vision for this project and the site inventory and analysis allows us to understand the existing conditions.
- During this phase, an updated projection of probable cost will be prepared and submitted for review.

Assumptions/Exclusions

- A survey is not included as the Owner mentioned providing one from a previous project. If not inclusive, additional fees could apply.
- This does not include any effort and/or fees associated with any additional environmental assessments such as wetland delineations, threatened and endangered species, cultural resource surveys, etc.
- This does not include any efforts or fees associated with use of ground penetrating radar or other subsurface utility locating services.

Basic Design Services Phase (Task 2)

- The next step in the process will be the development of the contract documents for the overall design of the Community Center and the park. Much of this process will be informed by the programming and pre-design work identified in Task 1. The project team is proposing to complete this Task by using an industry standard design process: Schematic Design, Design Development, and Construction Documents.
- The project team will collaborate with the City of Mobile staff to develop a Schematic Design plan that exhibits the general scope, layout and character of the project based on the programming phase results.
- After receiving approval from the City of Mobile on the final Schematic Design plan, the project team shall prepare more in-depth design drawings. The major components of the site layout may include roadway design, entrance signage, low impact design techniques, landscape planting plans, construction materials selection, structural, mechanical, electrical and plumbing systems, utility design, and site furnishings are incorporated into the design and any major details are refined. The program is further developed to include access and security functions and technology requirements.
- During this phase, a projection of probable cost will be prepared and submitted for review.
- Drawings for all disciplines are developed to the level of detail necessary for permitting, bidding and construction. Technical specifications are developed to dictate the level of material quality and workmanship. Bidding requirements, construction contracts and associated general and supplemental conditions provide instructions for submitting a responsive bid and establish the details of the relationship between the City and Contractor and the role of the Architect/Engineer during the construction phase of the project.
    - **Assumptions/Exclusions**
        - All design elements will be taken through the Construction Documents phase.
        - Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a reimbursable.
        - City of Mobile standard "Front End" Bidding and Contract Documents will be provided by the City for inclusion in the Project Manual.

General Assumptions and Exclusions

- The Bidding and Contract Support Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- The Construction Administration Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- Construction Materials Testing and Special Inspection Services for the project will be provided under a future proposal and Amendment or Contract Agreement.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed a 8,000 SF Community Center building footprint, and upgrades (drainage, accessibility, lighting, and parking) to the nearly 5-acre park site. Based on the City's anticipated budget of $6.5M for Overall Project Costs, we propose a 6% fee for the basic design services with an additional 2% fee for Programming Services and an additional 2% fee for construction administration and the required DBE participation.

Fee Breakdown	
Task 1 – Programming Services	$80,000.00
Task 2 – Basic Design Services	$390,000.00
Total for Professional Services:	**$470,000.00**

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work within 30 days of receiving a fully executed contract. We anticipate that the design for this project could be completed within 6 months (180 days) barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, Assoc. AIA
Associate Architect /
Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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 DBE 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 DBEs certified through the Alabama Unified Certification Program.

If DBE 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 Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. 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 means 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 SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emal:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Watermark Design Group, LLC
Address	2970 Cottage Hill Road, Suite 200 Mobile, AL 36606
Telephone	251-344-5515
E-Mail	ngray@watermarkarch.com

RFP/RFQ Solicitation Number	PR-003-24
Project Description	Taylor Park Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 3 Minority 2 Non-minority _____ SDVO _____ Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John A. McArthur, III (Sandy)

Signature: _____ Date: 07-08-2024

Title: President / Principal Architect

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: Nicholas Gray Title: Senior Project Manager

Email: ngray@watermarkarch.com Phone: 251-344-5515

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $ 470,000.00 Date:

07/ 08 / 2024 Description Professional Design Services

Name of Bidder/Proposer: Watermark Design Group, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Jaguar Consulting, LLC		MEP Engineering Services	$116, 290.00	24.7%	Yes	

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Watermark Design Group, LLC

Contact Person: Nicholas Gray Phone 251-344-5515 Email ngray@watermarkarch.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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.

		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 detail in Section2(c) if the 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. _____

_____

_____

E-Verify

Company ID Number: 569739

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

Employer **Watermark Design Group, LLC**	
Anne Hirschfeldt	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watermark Design Group, LLC
Company Facility Address:	2970 Cottage Hill Road
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	631238852

E-Verify

Company ID Number: 569739

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name:	**Sue M Bonds**		
Telephone Number:	**(251) 378 - 6195**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**sbonds@thompsonengineering.com**		
Name:	**Anne C Hirschfeldt**		
Telephone Number:	**(251) 666 - 2443**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**ahirschfeldt@thompsonengineering.com**		

Watermark Design Group, LLC	
Entity ID Number	000-601-999
Entity Type	Foreign Limited Liability Company
Principal Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Principal Mailing Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Status	Exists
Place of Formation	Delaware
Formation Date	11/19/1999
Qualify Date	11/24/1999
Registered Agent Name	JOHN A. "SANDY" MCARTHUR, III
Registered Office Street Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Registered Office Mailing Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Nature of Business	ARCHITECTURE
Annual Reports	
Report Year	2023
Transactions	
Transaction Date	02/09/2007
Registered Agent Changed From	KEARLEY, DOUGLAS 2410 DAUPHIN STREET, BLDG B MOBILE,, AL 36607
Transaction Date	12/20/2011
Agent Mailing Address Changed From	* Added
Transaction Date	12/20/2011
Registered Agent Changed From	MUELLER, RICHARD 2970 COTTAGE HILL RD STE 200 MOBILE,, AL 36606
Transaction Date	03/15/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/15/2024
Principal Office Changed From	2410 DAUPHIN STREET, BLDG B MOBILE, AL 36607
Transaction Date	03/29/2024

Watermark Design Group, LLC	
Registered Agent Changed From	CLARKE, JAMES H 2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	11/24/1999	Certificate of Formation 1 pg.
Document Date / Type / Pages	02/09/2007	Registered Agent Change 1 pg.
Document Date / Type / Pages	12/20/2011	Registered Agent Change 2 pgs.
Document Date / Type / Pages	03/15/2024	Articles of Amendment 4 pgs.
Document Date / Type / Pages	03/29/2024	Registered Agent Change 2 pgs.

New Search

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster
PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350
E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Watermark Design Group, LLC
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-02	2/1/2024	2/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
	X Contractual Liab.						MED EXP (Any one person) $	10,000
	X XCU Included						PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						EBL AGGREGATE $	2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO		X	BAP 3534779-02	2/1/2024	2/1/2025	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $	
	DED RETENTION $						$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A		X	WC 3534777-02	2/1/2024	2/1/2025	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	1,000,000
							E.L. DISEASE - POLICY LIMIT $	1,000,000
A	Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park – New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance, a Gallagher Company
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Watermark Design Group, LLC
2970 Cottage Hill Rd Ste 200
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 960605696 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

PR-003-24 (Taylor Park – New Community Center)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Brandon Miller

From: Barber, James <barberj@cityofmobile.org>
Sent: Friday, September 19, 2025 10:51 AM
To: Stout, Carleen; Barber, James; Amberger, Nicholas; Smith, Shonnda
Cc: Brandon Miller; Montgomery, Brandi
Subject: RE: Taylor Rec Meeting

External Email

Approved.

James H. Barber
Chief of Staff
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633-1827
251-208-1704

MOBILE ALABAMA

"Creating One Mobile: A Unified City That is Safer, More Business and Family Friendly"

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Tuesday, September 16, 2025 4:10 PM
To: Barber, James <barberj@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Smith, Shonnda <shonnda.smith@cityofmobile.org>
Cc: Brandon Miller <brandon.miller@volkert.com>; Montgomery, Brandi <brandi.montgomery@cityofmobile.org>
Subject: Taylor Rec Meeting

Chief -
Met with the Community Housing & Development team regarding a shift in the baseball field and detention pond to accommodate the much-needed new housing plans. The plans are currently out to bid with a submission date of Oct 8, 2025.

To accommodate the new path, the civil drawings will be redesigned which may cost +/- $20,000 and the bid date will push back to Nov 12 with an anticipated construction starts of Jan 2026. From what we know today, there does not appear to be an increased cost of construction and should be a wash.

With your approval we will pivot to make this happen. If we need meet to look at the site layout, just me us know!
Thanks, Carleen

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member CJ Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to the Change Order, 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:	Watermark Design Group, LLC
Project Name:	CIP Taylor Park – Community Center Improvements
Project Number:	PR-003-24
Amount:	$190,725.00

Adopted:

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City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Curits Graves, Public Safety Director

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1. RESOLUTION-Pelican Coast Conservancy, Inc. gda 12.15.25
2. 2. City of Mobile easement (15DEC25)
3. 3. Legal Description
4. 4. Closing Statement
5. 5. Property Map
6. 6. BDR - City of Mobile Scannell Properties #727, LLC (15DEC25) 2

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 they hereby are, authorized and directed to execute attest, respectively, for and on behalf of the City of Mobile, any and all documents necessary to convey a Deed of Conservation Easement, to Pelican Coast Conservancy, Inc., for the purpose of permanently preserving and protecting the conservation values of the property, as set forth in the Deed of Conservation Easement as described in Exhibits "A" and proposed closing statement attached hereto and made a part hereof as set forth in full, subject to Pelican Coast Conservancy, Inc., executing the easement.

A copy of said executed Deed of Conservation Easement with Exhibits incorporated herewith will be on file in the office of the City Clerk.

Name of Company: Pelican Coast Conservancy, Inc.

Not to Exceed Cost: $0.00

Adopted:

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City Clerk

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Easement") is granted this 15th day of December, 2025, by the CITY OF MOBILE, a municipal corporation organized and existing under the laws of Alabama having an address at 205 Government Street, Mobile Government Plaza, Mobile, Alabama 36644 ("Grantor"), to and for the benefit of the PELICAN COAST CONSERVANCY, INC., an Alabama nonprofit corporation having an address at 403 Conti Street, Mobile, Alabama 36602 (the "Conservancy") (with Grantor and Conservancy sometimes being referred to, individually, as a "Party" and, collectively, "the Parties").

(Grantor and Conservancy are sometimes referred to herein individually as a "Party" and collectively, the "Parties"; the terms "Grantor" and "Conservancy" shall include the singular and the plural, and the successors and assigns of Grantor and Conservancy, and the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Conservancy and their heirs, successors and assigns.)

RECITALS

WHEREAS, it is expressly understood that this Easement is being freely entered into, and that each Party has had an opportunity to have this instrument, and all associated documents, reviewed by an attorney of his, her, or its choosing; and

WHEREAS, it is expressly understood by the Parties that the donation of this Easement gives rise to a property right, immediately vested in the Conservancy, and that this Easement has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property (as defined below) as a whole on the date hereof; and

WHEREAS, Grantor is the sole owner in fee simple of 149.36 acres of certain real property located off Todd Acres Drive and Hamilton Boulevard in Mobile, Alabama 36582 constituting tax parcel #R023307353000001.006 in Mobile County, Alabama as is more particularly described in **Exhibit "A"** (the "Property") hereof; and

WHEREAS, the Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a critical floodplain forest with

assorted freshwater palustrine wetlands located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, and 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas (collectively, the "Conservation Values") that are of great importance to the Conservancy, the people of Mobile County, and the people of the State of Alabama, and are worthy of preservation; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Rabbit Creek, which transects the Property for a linear distance of approximately 6,229 feet (1,898 meters), is a second-order freshwater stream that is situated in the Mobile Bay Basin, and is located in southern Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03160205) and is designated as "not supporting" under the U.S. Environmental Protection Agency ("EPA") 303d listing (https://adem.alabama.gov/programs/water/303d.cnt). The "not supporting" designation denotes that a particular waterway is capable of providing some or all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses; and

WHEREAS, Whiskey Branch, which transects the Property for a linear distance of approximately 633 feet (192 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205; and

WHEREAS, the unnamed headwater of Rabbit Creek, which transects the Property for a linear distance of approximately 1,378 feet (420 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205; and

WHEREAS, Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Mobile County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Mobile County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003); and

WHEREAS, improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Southern Coastal Plain ecoregion in the *2015-2025 Alabama's Wildlife Action Plan* ("SWAP"). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high

priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fisheries, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama; and

WHEREAS, headwater systems are identified as high priority sites and landscape features of the Southern Coastal Plain ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle; and

WHEREAS, land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration; and

WHEREAS, this Easement will establish a 100-foot riparian buffer Resource Protection Area (as defined in Section 8) around the respective course transects of 1) Rabbit Creek, 2) Whiskey Branch, and 3) the unnamed headwater of Rabbit Creek. These natural buffers will more than double the protection now mandated by the State of Alabama and Mobile County, and will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, greatly increasing protection measures of the State of Alabama and Mobile County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv); and

WHEREAS, the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, wetlands located among a large terrestrial ecosystem provide a key role in amphibian productivity and maintaining community dynamics by coupling aquatic habitats with those adjacent terrestrial habitats via transfer of biomass and energy (Gibbons et *al*. 2006, Harper et *al*. 2008, Semlitsch and Bodie 1998); and

WHEREAS, wetlands surrounded by upland forests may be found almost anywhere in Alabama, with somewhat higher densities in the Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion. These are "embedded" habitats in that they may be surrounded by other habitats such as Dry Longleaf Pine Forest, Mesic Forest, Maritime Forest and Coastal Scrub, and Agricultural and Disturbed. These highly variable habitats form in depressions where precipitation collects (e.g., sinkholes, Citronelle ponds), on former floodplains no longer inundated by seasonal river flows (e.g., oxbow lakes), in swales between coastal dunes (e.g., interdunal ponds), and in other seasonally wet sites. Water depth may vary greatly on a seasonal basis and may be a meter deep or more in the winter. Many become dry in the summer and do not support fish, making them particularly valuable to certain pond-breeding amphibians. Depending on hydrology and soils, isolated wetlands may vary from open water ponds to herb-, shrub-, or tree-dominated wetlands; and

WHEREAS, this habitat type also includes many water bodies produced by human actions. Most of the lakes & ponds are built for a variety of reasons including aesthetic appreciation, livestock watering, irrigation, aquaculture, and storm water management. Other wetlands have been created by fragmentation from development where they represent remnants of once larger wetland complexes; and

WHEREAS, these wetlands are vital habitats for numerous wildlife species, including endangered and threatened birds, reptiles, amphibians, invertebrates, and plants; and

WHEREAS, acquisition of property or purchase of conservation easements to protect existing significant wetlands is set forth as a Highest Priority Conservation Action Needed in the SWAP; and

WHEREAS, the entire palustrine wetland areas are mapped in the USFWS National Wetlands Inventory Map; and

WHEREAS, this Easement will establish a Resource Protection Area (as defined in Section 8) around the entire perimeter of the respective palustrine wetland area. These natural buffers will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land.

WHEREAS, floodplain forests include a range of situations where periodic flooding and flood-related environmental factors (wetness, scouring, deposition of material, and input of

nutrients) affect vegetational composition and dynamics. Scour-influenced systems occur on high-gradient streams in gorges of the Southwestern Appalachians and Ridge and Valley, where shrubs, perennial grasses, and forbs dominate. Elsewhere, forests of larger floodplains and bottomlands often include depositional landforms such as levees, sloughs, ridges, terraces, and abandoned channel segments. Floodplain forests above the Fall Line are generally quite distinct from those of the Southern Coastal Plains ecoregion because of steeper river gradients and harder rocks. Bald cypress (*Taxodium distichum*) and tupelo gum (*Nyssa sylvatica*) are common components below the Fall Line, but not above. Vegetation along the larger streams and rivers generally includes forests dominated by bottomland hardwood species and other trees tolerant of flooding; and

WHEREAS, the Property lies along the southeastern edge of the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants depend on the forests, thickets and fields as areas to rest and refuel during their long migrations; and

WHEREAS, conserving significant tracts of floodplain forests is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Gulf Coast Flatwoods subregion lands of the Southern Coastal Plains ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, a remnant pitcher plant bog is present on the Property; and WHEREAS,

Alabama is home to four genera of carnivorous plants: bladderworts (*Utricularia*), butterworts (*Pinguicula*), pitcher plants (*Sarracenia*), and sundews (*Drosera*). Carnivorous plants capture insects and other small animals to get necessary nutrients. They do this using various techniques such as sticky traps, bladder traps, and pitfall traps, giving them an advantage in the low-nutrient wetlands they inhabit.

WHEREAS, pitcher plants have the largest and showiest traps of all native carnivorous plants. They are most common in southern Alabama counties but also occur in bogs in northern and central parts of the state; and

WHEREAS, seepage bogs, non-boggy seeps, and streamhead seeps occur in the Piedmont and Southeastern Plains. In the Southwestern Appalachians and Ridge and Valley, patches of seepage forests occur on streamhead swales or on broad sandstone ridges where soils are sandy and saturated due to a combination of perched water table and seepage flow. These range in condition from open woodlands to forests. Some may lack a canopy and are dominated by shrubs or herbs. Fire-maintained herbaceous seepage bogs, often containing a variety of carnivorous plants such as pitcher plants occur in the Southern Coastal Plain and lower

portions of the Southeastern Plains. These are generally found on gentle, almost imperceptible slopes maintained by constant seepage zones and/or perched water tables.
Examples are typically grass and sedge dominated and often species-rich. Shrubs frequently encroach in the absence of fire. In portions of the Fall Line Hills of the Southeastern Plains, wet, shrub-dominated seepage communities occur in small patches on steep slopes within a matrix of longleaf pine-dominated vegetation. Wetland conditions are maintained by seepage flow from adjacent uplands. Examples of this habitat can vary between densely shrubby and fairly open and herbaceous, depending on frequency of fire and length of time since previous fires; and

WHEREAS, these bogs are all readily distinguished from adjacent upland habitats by the presence of wetland flora and soils as well as seepage. They may be somewhat less clearly distinguished from adjacent floodplain habitats, but they are saturated without having standing water as floodplain pools do. These differences are reflected in the vegetation; and

WHEREAS, this Easement will establish an Open Area (as defined in Section 8) protection zone that will preserve the floodplain forest and the pitcher plant bog and will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous; and 2) low-impact outdoor recreation, education, nature observation, and scientific studies; and

WHEREAS, protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area; and

WHEREAS, the specific Conservation Values are documented in an inventory of relevant features of the Property, dated on the 15th day of December, 2025 and are summarized in **Exhibit "B"** (the "Baseline Documentation Report") hereof, which the Parties agree it accurately represents the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, this Easement constitutes a "qualified real property interest" as defined in Section 170(h)(2)(C) of the Code and a "conservation easement" within the meaning of Alabama Code § 35-18-1, *et seq.*; and

WHEREAS, Grantor intends, as owner of the Property, to convey to the Conservancy the right to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, the Conservancy agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, the Conservancy has received and there remains in full force and effect a

determination letter from the Internal Revenue Service, dated July 9, 2015, a copy of which has been provided to Grantor, to the effect that the Conservancy is a "publicly supported" organization described in Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code, and is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, the Conservancy is: 1) a publicly supported, nonprofit organization, created primarily for the conservation of the environment, and is tax exempt within the meaning of Section 501(c)(3), Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code; 2) a "qualified organization" within the meaning of Section 170(h)(3) of the Code and Treasury Regulations Section 1.170A-14(c); and 3) a "holder" under the State of Alabama under the Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*); and

WHEREAS, the State of Alabama has recognized the importance of private efforts toward the preservation of natural systems in its Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*).

NOW, THEREFORE, Grantor, as an absolute charitable gift and for no monetary consideration but only for the consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a conservation easement as defined in the Alabama Code § 35-18-1, *et seq.*, which expressly authorizes the conveyance herein contained, Grantor hereby grants and conveys an absolute charitable gift with no monetary consideration to the Conservancy and its successors and assigns, a perpetual and irrevocable conservation easement consisting of the rights and restrictions enumerated in this Easement, upon, over and across the Property. The Conservancy, by its execution hereof, accepts the foregoing grant of this Easement, and the recordation of this Deed shall constitute a "recordation of the acceptance" by the Conservancy within the meaning of Code of Alabama § 35-18-2(b). Upon the recordation hereof, the Conservancy shall be entitled to enforce this Easement pursuant to Code of Alabama § 35-18-3 (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws):

1. Grant. Grantor, as an absolute charitable gift and for no monetary consideration, but only for the consideration of the covenants, mutual agreements, conditions, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a perpetual and irrevocable conservation easement, upon, over, and across the Property consisting of the rights and restrictions enumerated in this Easement. This Easement shall run with the land, shall constitute a binding servitude upon the Property, and shall be subject to prior reservations, easements, encumbrances and exceptions of record as set forth in **Exhibit "A"** herein. The grant of this Easement gives rise to a property right, immediately vested in the Conservancy. For the avoidance of doubt and notwithstanding anything to the contrary in this Easement, the restrictions imposed by this Easement (1) shall remain on the Property forever and in perpetuity, and (2) are binding on all current and future owners and occupants of the Property.

2. Purpose. It is the exclusive purpose (the "Purpose") of this Easement to protect the Conservation Values in perpetuity and ensure that the Property will remain forever predominantly in its natural condition and to prevent any use of the Property that will impair or

interfere with the Conservation Values as set forth in this Easement. Grantor intends that this Easement will confine the use of the Property to such activities including, without limitation, those involving recreational use of the Property, as are consistent with the Purpose of this Easement.

2.1 *Climate Change*. In granting this Easement, Grantor and the Conservancy acknowledge the findings of 1) the Intergovernmental Panel on Climate Change ("IPCC") that the warming of the Earth's climate system is unequivocal, and that climate changes caused by global warming have already begun, and 2) the Berkeley Earth Surface Temperature Project that has determined a rise in land surface temperature of 0.87 +/- 0.05º C (95% confidence interval) over the last 250 years. Grantor and the Conservancy agree that the occurrence of any climate change-caused impacts to the Property will not impair the validity of this Easement and shall not alone be considered grounds for the release, termination, or other extinguishment of this Easement whether in whole or in part.

2.2. *Natural Acts*. In granting this Easement, Grantor and the Conservancy mutually agree that nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to, or change in, the Property resulting from natural causes beyond Grantor's control, including, but not limited to, fire, flood, storm, natural earth movements, or other natural events (collectively "Natural Causes"), or from any prudent action taken by Grantor in an emergency to prevent, abate, or mitigate significant injury or change to the Property resulting from such Natural Causes.

3. Baseline Documentation Report. The Parties acknowledge that the Baseline Documentation Report has been prepared by a person familiar with conservation easements, the Property, and the environs. The Baseline Documentation Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Property at the time of the grant of this Easement. Grantor has retained a copy of the Baseline Documentation Report for its records and a copy of the Baseline Documentation Report is on file with the Conservancy and is attached as **"Exhibit B"**.

4. Rights of the Conservancy. To accomplish the Purpose of this Easement, Grantor conveys the following rights to the Conservancy:

4.1 the right to preserve and protect the Conservation Values and the Purpose of this Easement in perpetuity; and

4.2 the right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the Purpose of this Easement; provided that such entry shall be upon seventy-two (72) hours prior notice to Grantor, except that no such notice shall be required in the event of an emergency or if the Conservancy reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Conservancy shall not unreasonably interfere with Grantor's or Grantor's guests' and invitees' use and quiet enjoyment of the Property; and

4.3 the right to prevent any activity on or use of the Property that is inconsistent with the

Purpose of this Easement, or which may have an adverse impact on the Conservation Values or the Purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use with the exception of Natural Causes including the right to restore the Property to its condition as of the date hereof; and

4.4 the right to be notified in writing by Grantor, its heirs, successors, transferees or assigns, upon the exercising of the reserved rights as set forth in Section 6 and in Treasury Regulation 1.170A-14(g)(5)(ii); and

4.5 any other rights that the Parties may approve that are consistent with the Purpose of this Easement and the Conservation Values (e.g. undertaking enhancement projects, identifying additional conservation values, or conducting non-intrusive scientific studies).

5. Prohibited Uses. Prohibited uses of the Property are specifically described in Sections 5.1 through 5.18. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of accessways or the construction of any roadways, except as expressly provided herein in the Acceptable Development Areas as defined below; and

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Acceptable Development Areas and the Open Area; and

5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights except as necessary and appropriate for the present and future occupation of human, faunal, and vegetational populations on the Property; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

5.18 the division, subdivision, or *de facto* subdivision of the Property into two or more parcels of land or separate interests.

6. Reserved Rights. Grantor reserves to itself all rights accruing from its ownership of the Property, as such ownership shall be limited by the grant of this Easement, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Easement, including without limitation the rights and permitted uses set forth in Sections 7 and 8.

6.1 *Hunting and Fishing*. Hunting, fishing, trapping and predator control, in a manner consistent with federal, state and local laws, are permitted on the Property. The Parties agree and acknowledge that controlled hunting and restocking of fish may be desirable to maintain sustainable wildlife populations consistent with the condition of the habitat.

6.2 *Public Outdoor Recreational and Educational Activities*. Grantor reserves the right to conduct public outdoor recreational activities, and educational activities related to such uses, including events to which members of the public are invited, that are subordinate to and directly supportive of the use of the Property for habitat and range management and enhancement activities and are consistent with the protection of the Conservation Values. Such activities may include but are not limited to:

(a) outdoor recreational activities;

(b) endangered species research and programs;

(c) habitat and range management and enhancement;

(d) natural resource conservation management;

(e) air, water, and soil quality monitoring, research, and programs;

(f) soil conservation and restoration;

(g) conducting field trips, seminars, and workshop programs related to the Conservation Values;

(h) the right to authorize the use of the Property by others for public outdoor recreational activities, and educational activities related to such uses, consistent with the Purpose of this Easement and the provisions of this Section 6.2.

7. Forest Carbon Services. Grantor shall hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the consideration for such Forest Carbon Services shall inure to the sole benefit of Grantor.

8. Permitted Uses. Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into three (3) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline

Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a main access road, 2) secondary access road(s), and 3) auxiliary facilities may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Main Access Road, 2) the Acceptable Development Area – Secondary Access Road(s), and 3) the Acceptable Development Area – Auxiliary Facilities.

- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) that ultimately extends from Hamilton Boulevard into the interior of the Property. This linear buffer will originate from the centerline of the existing main access road as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 20 feet (6.08 meters) to either side.

- The Acceptable Development Area – Secondary Access Road(s) will consist of linear buffers of approximately 30 feet (9.14 meters) extending from the centerline of any current or future secondary access roads as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 15 feet (4.57 meters) to either side.

- The Acceptable Development Area – Auxiliary Facilities will consist of a polygon directly adjacent to the ADA – Main Access Road. The polygon, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, will encompass a total area of approximately one-half acre (2023 meters^2).

Resource Protection Areas (also referred to herein as "RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of four (4) Resource Protection Areas will exist on the entire Property: 1) the Resource Protection Area – Rabbit Creek, 2) the Resource Protection Area – Whiskey Branch, 3) the Resource Protection Area – Unnamed Headwater of Rabbit Creek, and 4) the Resource Protection Area – Palustrine Wetlands.

- The Resource Protection Area – Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Whiskey Branch will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Whiskey Branch as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Unnamed Headwater of Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of the unnamed headwater of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Palustrine Wetlands will consist of polygonal buffers that will originate at the highwater line of the respective palustrine wetland, as specifically identified in the Conservation Easement Map in Section XI of the Baseline Documentation Report.

Open Area (also referred to herein as an "OA") – The remainder of the Property, after excluding the Acceptable Development Areas and the Resource Protection Areas in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled "Prohibited Uses"), Subsections 5.1 – 5.18 and allows activities set forth in Subsections 8.3, 8.3.A, 8.3.B, 8.3.C, 8.3.D, 8.3.E, 8.3.F, 8.3.G, and 8.3.H (entitled "Open Area").

8.1 *Acceptable Development Areas*. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Main Access Road. With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace the main access road within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access Road. No portion of the main access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Main Access Road. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.B Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace any agricultural access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt,

or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.C Acceptable Development Area – Auxiliary Facilities. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, improve, repair, remove, or replace 1) a small parking area (a maximum total of three (3) car capacity), 2) an informational kiosk, 3) picnic tables, and 4) an access road ultimately connecting the ADA – Auxiliary Facilities with the ADA – Main Access Road within the area shown in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities. There will be a maximum total of one (1) Acceptable Development Area – Auxiliary Facilities on the entire Property. Said improvements shall be located completely within the ADA – Auxiliary Facilities. All activities related to the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road shall be confined to the Acceptable Development Area – Auxiliary Facilities. Any area of the ADA – Auxiliary Facilities disturbed in connection with the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road (which do not contain the parking area, the informational kiosk, picnic tables, and access road) must be revegetated and restored to a natural condition promptly after completion of such activities to ensure that the location of such activities does not substantially diminish or impair the Conservation Values.

8.1.C.i Building Restrictions. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace the aforementioned auxiliary facilities within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.ii Parking Area. With prior written notice to the Conservancy, Grantor may construct, maintain, repair or replace a parking area within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities so long as such improvements 1) are in accordance with local, state, and federal laws, and 2) does not exceed a maximum total of four hundred (400) square feet (37 meters ^{2}) which should accommodate a maximum total of three (3) parking spaces. No portion of the parking area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.1.C.iii Informational Kiosk. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) informational kiosk within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.iv Access Road. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) access road within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities, and to have the access road ultimately connect the ADA – Auxiliary Facilities with the ADA – Main Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.2 *Resource Protection Areas*. The following activities are permitted within the Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for purposes of preventing trespass on the Property.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstances will any wetlands in the Resource Protection Area – Palustrine Wetlands be drained or materially altered.

8.2.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area

of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Resource Protection Areas provided that any structure must be designed and situated to blend with natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Trails. With prior written notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Areas to be used for outdoor recreation and education.

> 8.2.F.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.2.F.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.2.F.iii Trail Covering. The trail may be covered, if at all, only by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.F.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes; and to indicate the interest of Grantor and the Conservancy are permitted.

8.2.G All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas.

8.2.H Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.I Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Areas.

8.3 *Open Area*. The following activities are permitted within the Open Area to the extent indicated.

8.3.A Fences. With prior written notice to the Conservancy, Grantor may maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area. No new fences may be constructed in the Open Area.

8.3.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

8.3.B.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.3.B.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.3.B.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.3.B.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and the Conservancy.

8.3.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as the Open Area for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to

the Property, preserves the value of the Open Area as wildlife habitat and aquatic ecosystem, and preserves the Conservation Values. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area, to remove trees and limbs which are fallen, dead, diseased or dangerous, limited to preserve the Conservation Values.

8.3.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area.

8.3.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Open Area as wildlife habitat.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Open Area.

9. Access. Nothing contained herein shall be construed as affording the public access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement.

10. Representations and Warranties. Grantor represents and warrants that, after reasonable

investigation and to the best of its knowledge:

10.1 No substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or, to Grantor's knowledge, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property, except for fuels customarily used or transported in connection with camping, recreational or construction activities on the Property;

10.2 There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

10.3 Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

10.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

10.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

10.6 Grantor warrants that Grantor has good and sufficient title to the Property, that Grantor has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement, and Grantor hereby promises to warrant and forever defend the title to this Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record, which are acceptable to the Conservancy at the time of execution of this Easement.

11. Notice of Intention to Undertake Certain Permitted Actions. Unless otherwise stated therein, Grantor will notify the Conservancy of its intention to engage in an activity reserved in Section 8 of this Easement. Notwithstanding anything herein to the contrary, Grantor is required to notify the Conservancy prior to exercising any reserved right as required under a literal reading of Treasury Regulation Section 1.170A-14(g)(5)(ii). Any such notice must be given at least sixty (60) days before the commencement of the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the Purpose of this Easement. Continuation of existing or previously approved practices and uses, upkeep, completion, and repair of existing structures, roads and trails shall not require notice.

12. The Conservancy's Approval. The Conservancy shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore under Sections 6 and 8 of this Easement. Failure of the Conservancy to respond in writing within such sixty (60) days shall be deemed to constitute denial by the Conservancy of any such request submitted for approval.

13. Conservancy's Remedies: Enforcement. The Conservancy shall have the right to prevent and correct or require correction of violations of the terms and Purpose of this Easement. The Conservancy may enter the Property for the purpose of inspecting for violations in accordance with Section 4.2 above. If the Conservancy finds what it believes is a violation, or a threat of a violation of the terms or the Purpose of this Easement, the Conservancy shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (1) begin restoring the Property as best as possible to its condition prior to the violation in accordance with a plan approved by the Conservancy; or (2) provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted. If the Conservancy is not satisfied with Grantor's written explanation, both Parties agree to meet as soon as possible to resolve the difference. If a resolution of this difference cannot be achieved at the meeting, both Parties agree to meet with a mutually acceptable mediator in an attempt to resolve the dispute pursuant to Section 13.1 below.

Should Grantor not immediately discontinue any activity that could increase or expand the alleged violation; or should mediation fail to resolve the dispute within sixty (60) days of the Conservancy's written notice to Grantor of the alleged violation, or by such other date as the Parties may mutually agree, the Conservancy may take appropriate legal action pursuant to the Sections below. The Conservancy's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental Conservation Values. The failure of the Conservancy to discover a violation or to take immediate legal action does not and should not bar the Conservancy from exercising the right of enforcement at any later date.

13.1 *Mediation*. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the Purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the Parties shall select a single trained and impartial mediator with experience in conservation easements and other land preservation tools. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall each select a trained and impartial mediator with experience in conservation easements and other land preservation tools, and those two mediators shall select a similarly skilled mediator who shall alone mediate the dispute. Mediation shall proceed in accordance with the following guidelines:

13.1.A Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (3) assist the Parties to develop proposals which will enable them to arrive at a

mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

13.1.B Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator.

13.1.C Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a Party.

13.1.D Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall each bear 50% of the mediator's fees.

13.2 *Injunctive Relief*. The Conservancy may bring action at law or in equity, *ex parte* as necessary, in a court of competent jurisdiction, to enforce the terms of this Easement and to enjoin by temporary or permanent injunction a violation, including to require or cause the restoration of the Property to the condition that existed prior to the violation, under the following circumstances:

13.2.A If Grantor, after receipt of a notice of violation from the Conservancy, fails immediately to discontinue any activity that could increase or expand alleged violation; or

13.2.B If Grantor, after receipt of a notice of violation from the Conservancy, fails within ten (10) days either to provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted or begin restoring the Property as best as possible to its condition prior to the violation; or

13.2.C If Grantor, after commencing to restore the Property to its condition prior to a violation, fails to diligently cure the violation within a reasonable amount of time.

13.3 *Damages*. The Conservancy shall be entitled to recover damages for violations of the terms of this Easement or injury to the Conservation Values, including, without limitation, damages for the loss of scenic, aesthetic, or environmental purposes. Without limiting Grantor's liability, the Conservancy, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Property.

13.4 *Emergency Enforcement*. If the Conservancy reasonably believes an ongoing or threatened imminent activity violates this Easement, the Conservancy may, in its sole discretion, take immediate legal action as set forth in this Section 13 without prior notice to Grantor and without

waiting for the period provided for cure to expire.

13.5 *Scope of Relief*. The Conservancy's rights under this Section 13 apply equally in the event of actual or threatened violations of the terms of this Easement. Grantor agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 13.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this Easement. The Conservancy's remedies described in this Section 13 shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity.

13.6 *Cost of Enforcement*. All reasonable costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each Party shall bear its own costs.

13.7 *The Conservancy's Discretion*. Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Conservancy of such term or subsequent breach of the same or any other term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13.8 *Forbearance Not a Waiver*. Any forbearance by the Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by the Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

13.9 *Acts Beyond Grantor's Control*. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to or change in the Property resulting from Natural Causes, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or person(s) resulting from such Natural Causes. Grantor is not responsible for acts of third parties who are out of Grantor's control, except that Grantor is responsible for guests and other third parties authorized by Grantor to access the Property.

14. Costs, Liabilities, Taxes, and Environmental Compliance.

14.1. *Costs, Legal Requirements and Liabilities*. City is self-insured for general liability purposes. City shall, at all times during the term of the agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury

or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

14.2 *Taxes*. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish the Conservancy with satisfactory evidence of payment upon request.

14.3 *Remediation*. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to ensure its containment and remediation, including cleanup that may be required, unless the release was caused by the Conservancy, in which case the Conservancy shall be responsible therefore.

14.4 *Control*. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's permissible activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (the "CERCLA"), and any Alabama state law counterpart.

15. Vesting of Real Property Interest and Allocation of Proceeds Following Judicial Extinguishment or Condemnation. The donation of this Easement gives rise to a property right, immediately vested in the Conservancy, which has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property as a whole at that time. Such proportionate value shall remain constant.

It is the intention of the Parties that no change in conditions surrounding the Property, including for example, but without limitation, changes in the use of properties adjoining or in the vicinity of the Property, will at any time or in any event result in the extinguishment of any of the terms and restrictions set forth in this Easement (the Purpose of this Easement).

Notwithstanding the foregoing intention, in order to ensure compliance with 26 CFR 1.170A-14(g)(6), if a sudden and unexpected change in conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes as described herein, and as a result of such change, gives rise to the extinguishment of this Easement by judicial proceedings, the Conservancy, on a subsequent sale or exchange of all or part of the Property, shall be entitled to a portion of the proceeds of such sale or exchange at least equal to the proportionate value that the perpetual conservation easement granted hereunder bears to the value of the Property as a whole on the date hereof unless state law provides that the Grantor is entitled to the full proceeds for such judicial conversion without regard to the terms of this Easement. Such portion of the proceeds allocable to the Conservancy shall be used by the Conservancy in a manner consistent with the Purpose of this Easement as set forth herein.

This Section shall also apply whenever all or part of the Property is taken by the exercise of eminent domain by judicial proceedings the same as any other extinguishment by judicial proceedings otherwise described in this Section. Grantor and the Conservancy shall join in appropriate actions at the time of such taking by eminent domain to recover the full value of the taking and all incidental or direct damages resulting from such taking.

This Section shall be construed to cause this Easement to conform to the requirements of 26 CFR §1.170A-14(g)(6), it being the specific intention of the parties that the conservation purposes protected in this Easement shall be treated as being protected in perpetuity in accordance with 26 CFR §1.170A-14(g)(6).

16. Assignment. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to a "qualified organization" that is deemed to be so qualified at the time of transfer under Section 170(h) of the Code. As a condition precedent to such transfer, the Conservancy shall require its successors and assigns to enter into a specific written agreement to be bound by this Easement, which written agreement shall state that the Purpose this Easement is intended to advance shall continue to be carried out by such transferee. The Conservancy shall provide Grantor at least sixty (60) days advance notice of any assignments, so that Grantor can determine whether the proposed assignee satisfies the criteria of this Section 16. Grantor's prior written consent to assignment is necessary to make the assignment effective, and the Conservancy shall not assign its rights hereunder without Grantor's prior written consent.

17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

18. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other regarding the specifics of this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or electronic correspondence (email) addressed as follows:

Grantor: City of Mobile
Attn: City Legal Department
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644
email: rhonda.lewis@cityofmobile.org

To Conservancy: Pelican Coast Conservancy, Inc.
Attn: Dr. Robert D. Keller, Chief Executive Officer
403 Conti Street
Mobile, Alabama 36602

email: rkeller@pelicancoastconservancy.org

With a copy to: Phil M. Landrum, III
Landrum & Landrum Attorneys
95 Stegall Drive
Jasper, Georgia 30143
email: phil@landrumandlandrum.com

or to such other address or email address as either Party from time to time shall designate by written notice to the other.

19. Recordation. The Conservancy shall record this instrument in a timely fashion in the official records of Mobile County, Alabama and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor will pay any recordation charges.

20. Subordination. If at the time of conveyance of this Easement, the Property is subject to a Deed to Secure Debt, the holder of which has agreed by separate instrument, a copy of which is attached hereto as **Exhibit "C"** to subordinate its rights in the Property to the extent necessary to permit the Conservancy to enforce the Purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by exercise of any rights of the Deed to Secure Debt.

21. Future Technology. No use shall be made of the Property, and no activity thereon shall be permitted that is, or is likely, to become inconsistent with the Purpose of this Easement. Grantor and Conservancy acknowledge that, in view of the perpetual nature of this Easement and the predicted climate changes due to global warming, they are unable to foresee all potential land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Easement. The Conservancy therefore, in its reasonable discretion in accord with then current scientific research and findings disseminated by the IPCC or its equivalent, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement, or (b) alterations in existing uses or structures, are consistent with the Purpose of this Easement.

22. General Provisions.

22.1 *Exhibits*. The following exhibits are attached to and incorporated by reference into this Easement. Exhibit A: Property Legal Description, Exhibit B: Baseline Documentation Report, Exhibit C: Subordination Document (if necessary).

22.2 *Definitions*. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Conservancy, its successors and assigns.

22.3 *Controlling Law*. The interpretation and performance of this Easement shall be governed by the laws of the State of Alabama.

22.4 *Liberal Construction*. Any general rule of construction to the contrary notwithstanding, this Easement shall be reasonably construed in favor of the grant to affect the Purpose of this Easement and the policy and purpose of Alabama law. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

22.5 *Severability*. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.6 *Entire Agreement*. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.

22.7 *No Forfeiture*. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

22.8 *Joint Obligation*. The obligation imposed by this Easement upon Grantor shall be joint and several (in the event that there is more than one Grantor).

22.9 *Successors*. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

22.10 *Termination of Rights and Obligations*. Except as otherwise provided herein, a Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in this Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

22.11 *Captions*. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretations.

22.12 *Counterparts*. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

22.13 *No Extinguishment Through Merger.* Any deed, transfer, or assignment of any fee title interest in the Property to the Conservancy or any successor holder of this Easement shall be void *ab initio* if it results in the merger of this Easement with the fee title interest in the Property in accordance with applicable law. The provisions of this Section 22.13 are intended to prevent such merger. The provisions of this Section 22.13 shall apply, and shall be construed to apply, to

the Conservancy as holder, and to any successor holder organizations.

22.14 *Executory Limitation.* If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) is no longer authorized to acquire and hold conservation easements under Alabama law, then the Conservancy shall have the right, subject to the provisions of Section 16 herein, to transfer the conservation easement created by this Easement, and the rights and obligations hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on the Conservancy by this Easement. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) as authorized to acquire and hold conservation easements under Alabama law, and a transfer has not been made pursuant to the foregoing sentence, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Alabama state law and consistent with the requirements for an assignment pursuant to Section 16.

22.15 *Indemnification and Hold Harmless*. Conservancy shall be responsible for and shall indemnify and hold harmless the City from and against claims, damages, fines, or liabilities arising solely from the Conservancy's gross negligence, willful misconduct, or violation of applicable law. Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama.

23. Legal, Tax, and Other Advice. Grantor represents that it has consulted Grantor's attorney, accountant, and other appropriate experts for advice relating to this Easement and any potential tax benefits that may inure Grantor in connection with this Easement. Grantor warrants, represents and agrees that the Conservancy has made no warranty or representation relating to 1) the value of the Property or the methodology or techniques used or useful in ascertaining or appraising the value of the Property (either before or after the granting of this Easement), 2) any entitlement to tax benefits by Grantor or the amount of any such benefits, or 3) whether the conveyance by Grantor of this Easement constitutes a "qualified conservation contribution" as defined in Section 170(h) of the Code.

24. No Goods or Services. Grantor and the Conservancy acknowledge that no goods or services or other consideration have been provided by the Conservancy to Grantor as consideration for this Easement, and the Conservancy will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.

GRANTOR:

CITY OF MOBILE,
a Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogatis, Mayor
ITS: Mayor

ATTEST:

BY: _____ Date: _____
City Clerk

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama non-profit corporation

BY: _____
Robert D. Keller, Ph.D
Its Chief Executive Officer

I, _____the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert D. Keller, Ph.D, whose name as Chief Executive Officer of PELICAN COAST CONSERVANCY, INC, an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of December, 2025.

_____
Notary Public, State of Alabama

Print _____ (Seal)

Exhibit "A"
Legal Description for City of Mobile

That real property situated in the County of Mobile, Sate of Alabama, described as follows, to-wit:

A Conservation Easement, blanket in nature, over and across Lot 7, Todd Acres Industrial Park, according to plat thereof recorded in Instrument No. 2024071039, of the records in the office of the Judge of Probate, Mobile County, Alabama.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: PCC-MOBILE8-25-4628
7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF LAND TRUST:	E. NAME AND ADDRESS OF LANDOWNER:	F. NAME AND ADDRESS OF LENDER:
PELICAN COAST CONSERVANCY, INC. 403 CONTI STREET MOBILE, AL 36602	CITY OF MOBILE a municipal corporation 205 GOVERNMENT STREET MOBILE, AL 36644	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 58-1600156 Landrum & Landrum, Attorneys at Law	I. SETTLEMENT DATE:
off Todd Acres Drive & Kooiman Road Mobile, AL 36582 Mobile County, Alabama See Exhibit "A" Attached Hereto and Made a Part Hereof	PLACE OF SETTLEMENT 95 Stegall Drive, P.O. Box 400 Jasper, GA 30143	

J. SUMMARY OF LAND TRUST'S TRANSACTION			K. SUMMARY OF LANDOWNER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM LAND TRUST:			**400. GROSS AMOUNT DUE TO LANDOWNER:**		
101. Contract Sales Price			401. Contract Sales Price		
102. Personal Property			402. Personal Property		
103. Settlement Charges to Land Trust (Line 1400)			403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Landowner in advance			*Adjustments For Items Paid By Landowner in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM LAND TRUST			*420. GROSS AMOUNT DUE TO LANDOWNER*		
200. AMOUNTS PAID BY OR IN BEHALF OF LAND TRUST:			**500. REDUCTIONS IN AMOUNT DUE TO LANDOWNER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Landowner (Line 1400)		40,704.60
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first Mortgage		
205.			505. Payoff of second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Landowner			*Adjustments For Items Unpaid By Landowner*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR LAND TRUST			*520. TOTAL REDUCTION AMOUNT DUE LANDOWNER*		40,704.60
300. CASH AT SETTLEMENT FROM/TO LAND TRUST:			**600. CASH AT SETTLEMENT TO/FROM LANDOWNER:**		
301. Gross Amount Due From Land Trust (Line 120)			601. Gross Amount Due To Landowner (Line 420)		
302. Less Amount Paid By/For Land Trust (Line 220)		( )	602. Less Reductions Due Landowner (Line 520)		(40,704.60)
303. CASH (FROM) (TO) LAND TRUST		0.00	*603. CASH (TO) (X FROM) LANDOWNER*		40,704.60

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Land Trust: PELICAN COAST CONSERVANCY, INC.
an Alabama non-profit corporation
By: _____
Robert D. Keller, Ph.D., Its Chief Executive Officer

Landowner: CITY OF MOBILE
a municipal corporation
By: _____
Spiro N. Cheriogatis, Its Mayor

Attest _____
Lisa Lambert, City Clerk

HUD-1 (3-86) RESPA, HB4305.2

L. SETTLEMENT CHARGES

			PAID FROM LAND TRUSTS FUNDS AT SETTLEMENT	PAID FROM LANDOWNER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 0.00 % to				
802. Loan Discount % to				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From to	@ $	/day (days %)		
902. MIP Totlns. for Life Of Loan for months to				
903. Hazard Insurance Premium for 1.0 years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ $	per month		
1002. Mortgage Insurance	months @ $	per month		
1003. City/Town Taxes	months @ $	per month		
1004. County Taxes	months @ $	per month		
1005. Assessments	months @ $	per month		
1006.	months @ $	per month		
1007.	months @ $	per month		
1008.	months @ $	per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee to				
1102. Abstract or Title Search to Landrum & Landrum, Attorneys at Law				300.00
1103. Title Examination to				
1104. Title Insurance Binder to				
1105. Document Preparation to				
1106. Notary Fees to				
1107. Attorney's Fees to Landrum & Landrum, Attorneys at Law				10,000.00
(includes above item numbers:)				
1108. Title Insurance to Surety Land Title, Inc.				250.00
(includes above item numbers:)				
1109. Lender's Coverage $				
1110. Owner's Coverage $ 25,500.00				
1111.				
1112. Deed & Baseline Processing Fee to Landrum & Landrum, Attorneys at Law				300.00
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $; Mortgage $; Releases $				
1202. City/County Tax/Stamps: Transfer Tax ; Mortgage				
1203. State Tax/Stamps: Deed ; Intangible Tax				
1204. Record Easement POC: LANDOWNER				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to				
1302. Pest Inspection to				
1303. Stewardship Fees to Pelican Coast Conservancy, Inc.				25,500.00
1304. Baseline Documentation Report to Pelican Coast Conservancy, Inc. POC: 5000				4,354.60
1305. 2025 Mobile County Tax Bill to Mobile County Alabama Revenue Commissioner POC: S1141.57				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			0.00	40,704.60

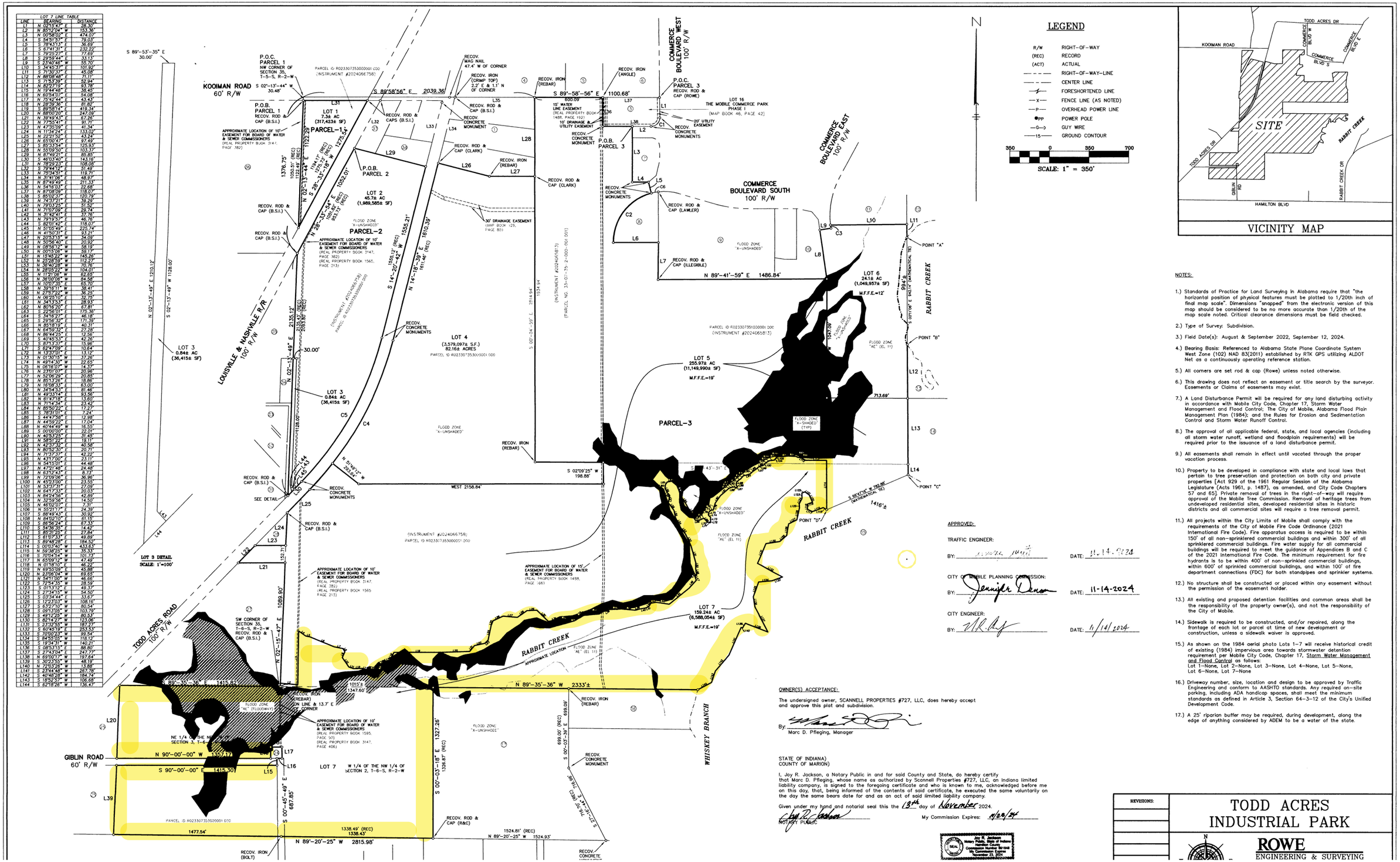
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Landrum & Landrum, Attorneys at Law
Settlement Agent

(PCC-MOBILE8-25-4628 / PCC-MOBILE8-25-4628 / 6)

Inst. # 2024071039 Pages: 1 of 2 I certify this instrument filed on: 11/15/2024 11:09 AM
Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: KSTOJANIK



LEGEND

R/W	RIGHT-OF-WAY
(REC)	RECORD
(ACT)	ACTUAL
— — —	RIGHT-OF-WAY-LINE
— - —	CENTER LINE
—//—	FORESHORTENED LINE
—X—	FENCE LINE (AS NOTED)
—P—	OVERHEAD POWER LINE
●PP	POWER POLE
—G—>	GUY WIRE
—15—	GROUND CONTOUR

350 0 350 700

SCALE: 1" = 350'

VICINITY MAP

NOTES:

1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features must be plotted to 1/20th inch of final map scale". Dimensions "snapped" from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field checked.

2.) Type of Survey: Subdivision.

3.) Field Date(s): August & September 2022, September 12, 2024.

4.) Bearing Basis: Referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83(2011) established by RTK GPS utilizing ALDOT Net as a continuously operating reference station.

5.) All corners are set rod & cap (Rowe) unless noted otherwise.

6.) This drawing does not reflect an easement or title search by the surveyor. Easements or Claims of easements may exist.

7.) A Land Disturbance Permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; The City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules for Erosion and Sedimentation Control and Storm Water Runoff Control.

8.) 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.

9.) All easements shall remain in effect until vacated through the proper vacation process.

10.) 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.

11.) All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

12.) No structure shall be constructed or placed within any easement without the permission of the easement holder.

13.) All existing and proposed detention facilities and common areas shall be the responsibility of the property owner(s), and not the responsibility of the City of Mobile.

14.) Sidewalk is required to be constructed, and/or repaired, along the frontage of each lot or parcel at time of new development or construction, unless a sidewalk waiver is approved.

15.) As shown on the 1984 aerial photo Lots 1-7 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows:
Lot 1-None, Lot 2-None, Lot 3-None, Lot 4-None, Lot 5-None, Lot 6-None, Lot 7-None

16.) 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.

17.) A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

APPROVED:

TRAFFIC ENGINEER:
BY: _____ DATE: 11.14.2024

CITY OF MOBILE PLANNING COMMISSION:
BY: Jennifer Denson DATE: 11-14-2024

CITY ENGINEER:
BY: _____ DATE: 11/14/2024

OWNER(S) ACCEPTANCE:

The undersigned owner, SCANNELL PROPERTIES #727, LLC, does hereby accept and approve this plat and subdivision.

By: _____
Marc D. Pfleging, Manager

STATE OF INDIANA)
COUNTY OF MARION)

I, Joy R. Jackson, a Notary Public in and for said County and State, do hereby certify that Marc D. Pfleging, whose name as authorized by Scannell Properties #727, LLC, an Indiana limited liability company, is signed to the foregoing certificate and who is known to me, acknowledged before me on this day, that, being informed of the contents of said certificate, he executed the same voluntarily on the day the same bears date for and as an act of said limited liability company.

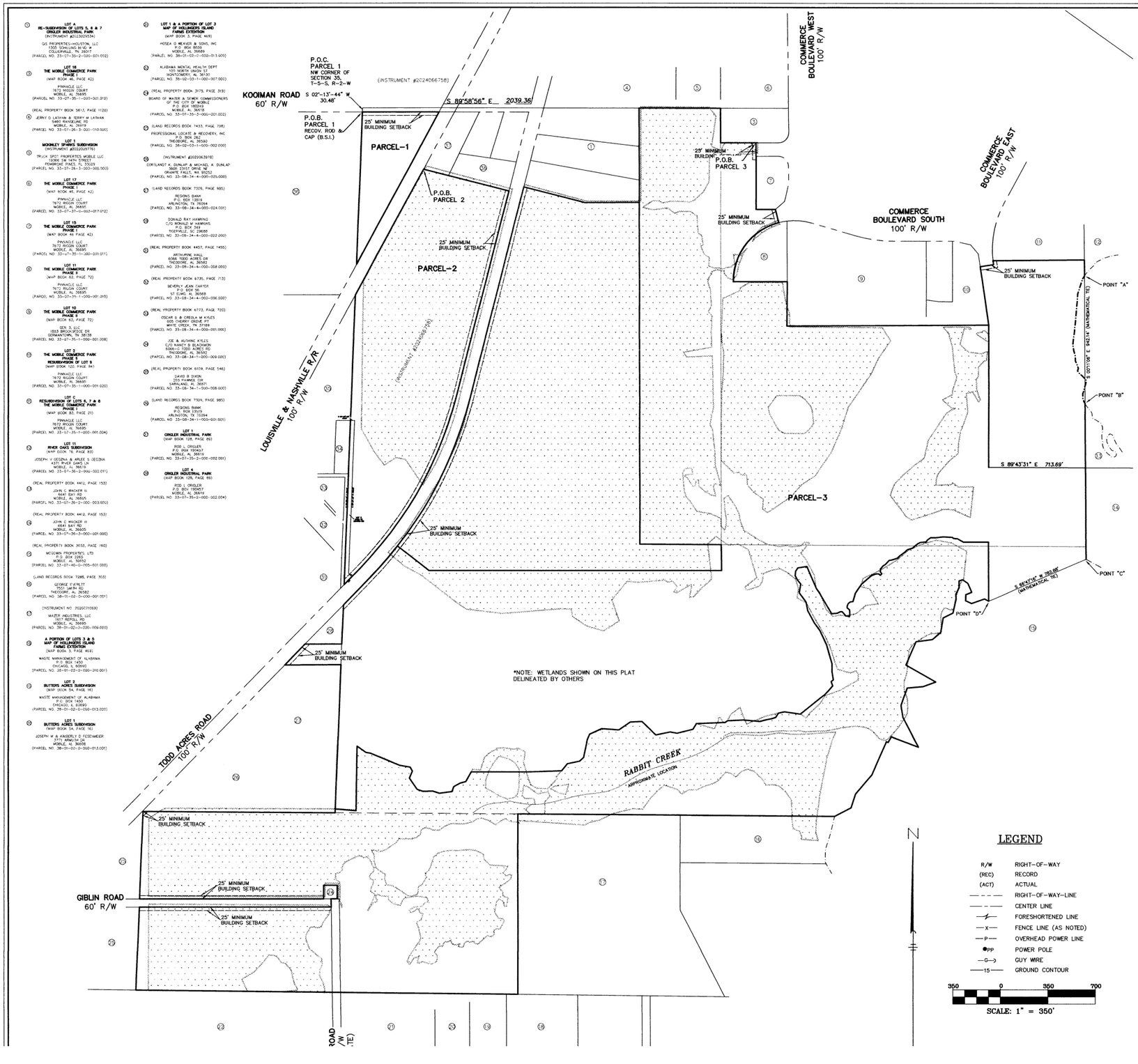
Given under my hand and notarial seal this the 13th day of November 2024.

_____
NOTARY PUBLIC

My Commission Expires: 4/20/24

Joy R. Jackson
Notary Public, State of Indiana
Hamilton County - Seal
Commission Number 721668
My Commission Expires
November 23, 2024

REVISIONS:	TODD ACRES INDUSTRIAL PARK
	ROWE ENGINEERING & SURVEYING



① LOT A
RE-SUBDIVISION OF LOTS 5, 6 & 7
CRIGLER INDUSTRIAL PARK
(INSTRUMENT #2023025534)
GS PROPERTIES-HOUSTON, LLC
1305 SCHILLING BLVD. #
COLLIERVILLE, TN 38017
(PARCEL NO. 33-07-35-2-000-001.052)

② LOT 1B
THE MOBILE COMMERCE PARK
PHASE I
(MAP BOOK 46, PAGE 42)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-35-1-000-001.012)
(REAL PROPERTY BOOK 5815, PAGE 1120)

④ JERRY D LATHAM & TERRY M LATHAM
5480 RANGELINE RD
MOBILE, AL 36619
(PARCEL NO. 33-07-26-3-002-110.000)

⑤ LOT 1
MCKINLEY SURVEYORS SUBDIVISION
(INSTRUMENT #2022029776)
TRUCK SPOT PROPERTIES MOBILE LLC
13366 SW 147th STREET
PEMBROKE PINES, FL 33029
(PARCEL NO. 33-07-26-3-002-060.002)

⑥ LOT 17
THE MOBILE COMMERCE PARK
PHASE I
(MAP BOOK 46, PAGE 42)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-37-3-002-017.072)

⑦ LOT 15
THE MOBILE COMMERCE PARK
PHASE I
(MAP BOOK 46 PAGE 42)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-37-1-000-001.070)

⑧ LOT 11
THE MOBILE COMMERCE PARK
PHASE II
(MAP BOOK 62, PAGE 72)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-35-1-000-001.015)

⑨ LOT 10
THE MOBILE COMMERCE PARK
PHASE II
(MAP BOOK 62, PAGE 72)
GEN 3, LLC
1553 BROOKGROVE DR
GERMANTOWN, TN 38138
(PARCEL NO. 33-07-35-1-000-001.008)

⑩ LOT 2
THE MOBILE COMMERCE PARK
PHASE I
RESUBDIVISION OF LOT 1
(MAP BOOK 120, PAGE 84)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-35-1-000-001.020)

⑪ LOT C
RESUBDIVISION OF LOTS 5, 7 & 8
THE MOBILE COMMERCE PARK
PHASE I
(MAP BOOK 83, PAGE 21)
PINNACLE LLC
7672 RIGGIN COURT
MOBILE, AL 36695
(PARCEL NO. 33-07-35-1-000-001.004)

⑫ LOT 1A
RIVER OAKS SUBDIVISION
(MAP BOOK 19, PAGE 83)
JOSEPH V IEZZONI & ARLEE S IEZZONI
4371 RIVER OAKS LN
MOBILE, AL 36619
(PARCEL NO. 33-01-36-2-004-002.011)
(REAL PROPERTY BOOK 4412, PAGE 153)

⑬ JOHN C WACKER III
6641 BAY RD
MOBILE, AL 36605
(PARCEL NO. 33-07-36-2-000-003.000)
(REAL PROPERTY BOOK 4412, PAGE 153)

⑭ JOHN C WACKER III
6641 BAY RD
MOBILE, AL 36605
(PARCEL NO. 33-07-36-3-000-001.000)
(REAL PROPERTY BOOK 3032, PAGE 760)

⑮ MCGOWIN PROPERTIES, LTD
P.O. BOX 2265
MOBILE, AL 36652
(PARCEL NO. 33-07-40-0-005-001.000)

⑯ LOT 1 & A PORTION OF LOT 3
MAP OF HOLLINGERS ISLAND
FARM EXTENTION
(MAP BOOK 3, PAGE 469)
HOSEA G MEAUER & SONS, INC
P.O. BOX 16335
MOBILE, AL 36660
(PARCEL NO. 36-01-02-0-000-013.900)

⑰ ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130
(PARCEL NO. 36-02-13-1-000-007.000)

⑱ (REAL PROPERTY BOOK 3175, PAGE 319)
BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE
P.O. BOX 1932
MOBILE, AL 36619
(PARCEL NO. 33-07-35-3-000-001.002)

⑲ (LAND RECORDS BOOK 7433, PAGE 738)
PROFESSIONAL LOCATE & RECOVERY, INC
P.O. BOX 262
THEODORE, AL 36590
(PARCEL NO. 36-02-03-1-000-002.000)

⑳ (INSTRUMENT #2022063978)
CORTLANDT K. DUNLAP & MICHAEL A. DUNLAP
3606 23RD DRIVE NE
ORANGE FALLS, WA 98252
(PARCEL NO. 33-08-34-4-000-025.000)

㉑ (LAND RECORDS BOOK 7309, PAGE 985)
REGIONS BANK
P.O. BOX 13519
ARLINGTON, TX 76094
(PARCEL NO. 33-08-34-4-000-024.001)

㉒ DONALD RAY HAWKINS
C/O RONALD M HAWKINS
1 CHAMPIONS DR
TIGERVILLE, SC 29688
(PARCEL NO. 33-08-34-4-000-022.000)

㉓ (REAL PROPERTY BOOK 4937, PAGE 1455)
ARTHURINE HALL
6066 TODD ACRES DR
THEODORE, AL 36582
(PARCEL NO. 33-08-34-4-000-068.000)

㉔ (REAL PROPERTY BOOK 6735, PAGE 713)
BEVERLY JEAN CARTER
P.O. BOX 1
ST ELMO, AL 36568
(PARCEL NO. 33-08-34-4-000-006.020)

㉕ (REAL PROPERTY BOOK 6773, PAGE 720)
OSCAR D & CREOLA M KYLES
605 CHERRY GROVE PT
WHITE CREEK, TN 37189
(PARCEL NO. 33-08-34-4-000-031.000)

㉖ JOE & AUTHINE KYLES
C/O NANCY B BLACKMON
6066 TODD ACRES DR
THEODORE, AL 36582
(PARCEL NO. 33-08-34-1-000-009.000)

㉗ (REAL PROPERTY BOOK 6109, PAGE 546)
DAVID B DIXON
2253 PLANES DR
SARALAND, AL 36571
(PARCEL NO. 33-08-34-1-000-008.000)

㉘ (LAND RECORDS BOOK 7309, PAGE 985)
REGIONS BANK
P.O. BOX 13519
ARLINGTON, TX 76094
(PARCEL NO. 33-08-34-1-000-021.001)

㉙ LOT 1
CRIGLER INDUSTRIAL PARK
(MAP BOOK 128, PAGE 86)
ROD L CRIGLER
P.O. BOX 190457
MOBILE, AL 36619
(PARCEL NO. 33-07-35-2-000-002.001)

㉚ LOT A
CRIGLER INDUSTRIAL PARK
(MAP BOOK 128, PAGE 86)
ROD L CRIGLER
P.O. BOX 190457
MOBILE, AL 36619
(PARCEL NO. 33-07-35-2-000-002.004)

㉛ A PORTION OF LOTS 3 & 5
MAP OF HOLLINGERS ISLAND
FARM EXTENTION
(MAP BOOK 3, PAGE 469)
WASTE MANAGEMENT OF ALABAMA
P.O. BOX 1450
CHICAGO, IL 60690
(PARCEL NO. 36-01-02-0-000-210.001)

㉜ LOT 2
BUTTERS ACRES SUBDIVISION
(MAP BOOK 54, PAGE 16)
WASTE MANAGEMENT OF ALABAMA
P.O. BOX 1450
CHICAGO, IL 60690
(PARCEL NO. 36-01-02-0-000-213.020)

㉝ LOT 1
BUTTERS ACRES SUBDIVISION
(MAP BOOK 54, PAGE 16)
JOSEPH M & KIMBERLY D FESENMEIER
7771 ARNAUD DR
MOBILE, AL 36608
(PARCEL NO. 36-01-02-0-000-013.001)

LEGAL DESCRIPTION

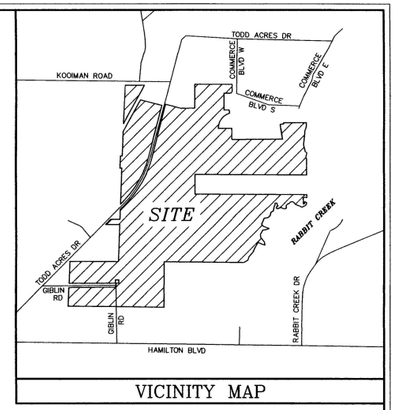
STATE OF ALABAMA)
COUNTY OF MOBILE)

AS SURVEYED LEGAL DESCRIPTIONS:

PARCEL 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-44"West, along the West line of said Section 35, a distance of 30.46 feet to a point on the South right-of-way line of Kooiman Road (60 foot right-of-way) and the Point of Beginning of the property herein described; thence South 89°-53'-35"East and along said South right-of-way line, 566.06 feet to a point on the West line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 28°-33-18"West and along said West line, 1275.54 feet to a point on the West line of said Section 35; thence North 02°-13'-44"East and along said West line, 1122.29 feet to the Point of Beginning.

PARCEL 2
Beginning at the Southwest corner of Lot 1, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama, run South 75°-38'-46"East and along the South line of said subdivision, a distance of 649.42 feet to a point on the Western right-of-way line of Todd Acres Drive (100 foot right-of-way); thence South 14°-20'-42" West and along said West right-of-way line, 1555.21 feet to the Point of Curvature of a 2814.93 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 29°-14'-07"West, 1449.13 feet), a distance of 1465.63 feet; thence South 44°-18'-07"West and along said West right-of-way line, 174.94 feet to a point on the West line of Section 35, Township 5 South, Range 2 West; thence North 02°-13'-49"East and along said West Section line, 2135.12 feet to a point on the Eastern right-of-way line of Louisville and Nashville Railroad (100 foot right-of-way); thence North 28°-33'-54"East and along said East right-of-way line, 1052.01 feet to the Point of Beginning.

PARCEL 3
Commencing at the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, Probate Court Records, Mobile County, Alabama, run South 00°-39'-18"East and along the West line of Commerce Boulevard West (100 foot right-of-way), a distance of 177.81 feet to the Point of Curvature of an 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35"West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35"West and along the South line of said Lot 16, a distance of 165.09 feet and the Point of Beginning of the property herein described; thence South 00°-07'-03"East, along the West line of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, said Probate Court Records, a distance of 490.29 feet to the Southwest corner of said Lot 5; thence North 89°-55'-17"East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19"East, 100.30 feet to a point on the Northern line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10"West, 549.93 feet), a distance of 591.65 feet; thence along the South line of said subdivision as follows: North 89°-53'-09"East, 396.41 feet; South 00°-01'-43"West, 326.34 feet; North 89°-41'-59"East, 1486.84 feet; North 08°-22'-29"West, 435.67 feet; North 81°-37'-31"East, 100.00 feet to a point on the 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38"West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56"East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25"East, 116.00 feet, more or less, to the Western margin of Rabbit Creek to a point hereafter referred to as Point A; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek to a point hereafter referred to as Point B (mathematical tie from Point A to Point B bears South 00°-11'-06"East, 942.14 feet); thence South 00°-24'-25"East, 1145.00, more or less, feet to the Western Margin of Rabbit Creek, said point hereinafter referred to as Point C; thence Southwardly and Westwardly along the meanders of said margin, 1416.00 feet, more or less, to a point on the Northern margin of Rabbit Creek, said point hereinafter referred to as Point D (mathematical tie from Point C to Point D bears South 66°-47'-16"West, 782.88 feet); thence Southwardly along the meanders of said creek the following calls: North 59°-38'-25"West, 35.33 feet; South 70°-04'-54"West, 101.73 feet; North 65°-09'-12"West, 47.49 feet; North 01°-18'-10"East, 46.22 feet; North 69°-55'-09"East, 45.88 feet; North 23°-06'-04"West, 69.65 feet; North 54°-11'-00"West, 46.66 feet; South 72°-54'-35"West, 28.59 feet; South 01°-13'-12"East, 49.37 feet; South 27°-34'-15"West, 54.50 feet; South 03°-34'-44"East, 33.67 feet; South 12°-23'-03"West, 108.16 feet; South 63°-27'-10"West, 80.54 feet; South 09°-13'-05"West, 103.79 feet; South 49°-12'-25"West, 80.53 feet; South 82°-14'-27"West, 123.06 feet; South 23°-32'-55"West, 187.27 feet; South 60°-45'-19"East, 253.53 feet; South 70°-00'-23"West, 99.54 feet; South 84°-55'-05"West, 118.12 feet; South 19°-34'-31"West, 140.21 feet; South 08°-53'-15"East, 88.80 feet; South 27°-43'-04"East, 247.77 feet; North 69°-00'-17"West, 197.64 feet; South 30°-23'-55"West, 48.19 feet; North 72°-03'-26"West, 13.88 feet; South 23°-44'-48"West, 267.78 feet; South 40°-48'-28"West, 184.74 feet; South 18°-52'-57"West, 106.68 feet; South 62°-18'-26"West, 136.47 feet to a point on the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303, said Probate Records; thence North 89°-35'-36"West, along the North line of said property and along the South line of Section 35, Township 6 South, Range 2 West, a distance of 2333.00 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence South 00°-03'-18"East, 1327.26 feet to a point on the North line of Butters Acres Subdivision, as recorded in Map Book 54, Page 16, said Probate Records; thence North 89°-20'-25"West, along the North line of said subdivision and along the South line of said Northwest Quarter of the Northwest Quarter of Section 2 and a projection thereof, a distance of 2815.98 feet to the Southeast corner of property conveyed by instrument recorded in Land Records Book 7433, Page 738, said Probate Court Records; thence North 02°-13'-44"East, 611.24 feet to a point on the South right-of-way line of Giblin Road (60 foot right-of-way) (private); thence South 90°-00'-00"East and along said South right-of-way line, 1415.30 feet; thence North 00°-45'-49"West, 60.00 feet; thence South 90°-00'-00"East, 45.00 feet; thence North 00°-00'-00"East, 100.00 feet; thence South 90°-00'-00"West, 100.00 feet; thence South 00°-00'-00"West, 100.00 feet to a point on the North right-of-way line of said Giblin Road; thence North 90°-00'-00"West, 1357.17 feet to a point on the East line of property now or formerly of Donald Ray Hawkins; thence North 02°-13'-44" East and along the East line of said property, 644.15 feet to the Southwest corner of property conveyed by instrument recorded in Land Records Book 7309, Page 985, said Probate Court Records; thence South 89°-35'-36"East and along the South line of said property, 1415.82 feet to the Southwest corner of said Section 35; thence North 02°-15'-47"East and along the West line of said Section 35, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the East right-of-way line of Todd Acres Drive (100 foot right-of-way); thence North 44°-17'-45"East, 213.94 feet; thence North 89°-47'-19"East, 270.53 feet to a point on the West line of said Section 35; thence North 02°-15'-47"East and along said West section line, 288.15 feet to a point on the East right-of-way line of said Todd Acres Drive; thence North 44°-17'-45"East, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08"East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39"East and along said East right-of-way line, 1610.39 feet to the Southwest corner of Lot 7, Crigler Industrial Park, as recorded in Map Book 128, Page 89, said Probate Records; thence South 75°-38'-03"East, 466.20 feet; thence South 89°-55'-06"West, 399.98 feet to the West line of property conveyed by instrument recorded in Real Property Book 3399, Page 172, said Probate Records; thence North 00°-04'-59"West, 695.31 feet; thence South 89°-58'-56"East, 600.09 feet to the West line of said Lot 16, The Mobile Commerce Park Phase I; thence South 00°-04'-50"East and along the West line of said Lot 16, a distance of 254.74 feet; thence South 89°-56'-35"West, 260.43 feet to the Point of Beginning.



VICINITY MAP

	CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
	C1	75.00'	120.95'	87°-35'-55"	108.27'	S 45°-08'-35" W
(REC)	C1	75.00'	117.81'	———	———	———
	C2	449.91'	591.65'	75°-06'-19"	549.93'	S 37°-34'-10" W
(REC)	C2	449.91'	591.68'	———	———	———
	C3	732.00'	29.29'	02°-17'-34"	29.29'	N 09°-34'-38" W
(REC)	C3	732.00'	29.29'	———	———	———
	C4	2914.93'	1519.45'	29°-51'-50"	1502.31'	N 29°-14'-08" E
(REC)	C4	2914.93'	1517.77'	———	1500.69'	———
	C5	2814.93'	1465.63'	29°-49'-54"	1449.13'	S 29°-14'-07" W
(REC)	C5	2814.93'	1465.71'	———	1449.20'	———
	C6	449.91'	62.48'	07°-57'-24"	62.43'	S 79°-13'-15" W
(REC)	C6	449.91'	———	———	———	———

	LINE	LENGTH	BEARING
	L1	177.81'	S 00°-39'-18" E
(REC)	L1	180.00'	———
	L2	165.09'	S 89°-56'-35" W
(REC)	L2	165.00'	———
	L3	490.29'	S 00°-07'-03" E
(REC)	L3	490.18'	———
	L4	141.63'	N 89°-55'-17" E
(REC)	L4	141.58'	———
	L5	100.30'	S 14°-33'-19" E
(REC)	L5	100.00'	———
	L6	396.41'	N 89°-53'-09" E
(REC)	L6	396.41'	———
	L7	326.34'	S 00°-01'-43" W
(REC)	L7	328.34'	———
	L8	435.67'	N 08°-22'-29" W
(REC)	L8	435.67'	———
	L9	100.00'	N 81°-37'-31" E
(REC)	L9	100.00'	———
	L10	674.76'	N 89°-27'-56" E
(REC)	L10	674.76'	———
	L11	116'±	S 00°-24'-25" E
(REC)	L11	———	———
	L12	473'±	S 00°-24'-25" E
(REC)	L12	———	———
	L13	580.03'	S 00°-24'-25" E
(REC)	L13	580.00'	———
	L14	92'±	S 00°-24'-25" E
(REC)	L14	———	———
	L15	60.00'	N 00°-45'-49" W
(REC)	L15	———	———
	L16	45.00'	S 90°-00'-00" E
(REC)	L16	———	———
	L17	100.00'	N 00°-00'-00" E
(REC)	L17	100.00'	———
	L18	100.00'	S 90°-00'-00" W
(REC)	L18	100.00'	———
	L19	100.00'	S 00°-00'-00" W
(REC)	L19	100.00'	———
	L20	644.15'	N 02°-13'-44" E
(REC)	L20	———	———
	L21	413.91'	S 89°-47'-19" W
(REC)	L21	———	———
	L22	213.94'	N 44°-17'-45" E
(REC)	L22	———	———
	L23	270.53'	N 89°-47'-19" E
(REC)	L23	———	———

	LINE	LENGTH	BEARING
	L24	288.15'	N 02°-15'-47" E
(REC)	L24	———	———
	L25	286.34'	N 44°-17'-45" E
(REC)	L25	286.22'	———
	L26	466.20'	S 75°-38'-03" E
(REC)	L26	466.17'	———
	L27	399.98'	S 89°-50'-06" W
(REC)	L27	400.00'	———
	L28	695.31'	N 00°-04'-59" W
(REC)	L28	694.97'	———
	L29	649.42'	S 75°-38'-46" E
(REC)	L29	648.82'	———
	L30	174.94'	S 44°-18'-07" W
(REC)	L30	174.98'	———
	L31	566.06'	S 89°-53'-35" E
(REC)	L31	565.95'	———
	L32	478.86'	N 28°-33'-54" E
(REC)	L32	480.27'	———
	L33	583.53'	S 14°-20'-42" W
(REC)	L33	567.89'	———
	L34	600.15'	N 14°-18'-39" E
(REC)	L34	600.00'	———
	L35	702.33'	S 89°-53'-33" E
(REC)	L35	702.21'	———
	L36	254.74'	S 00°-04'-50" E
(REC)	L36	254.00'	———
	L37	500.59'	S 89°-58'-56" E
(REC)	L37	500.49'	———
	L38	425.52'	S 89°-56'-35" W
(REC)	L38	425.43'	———
	L39	611.24'	N 02°-13'-44" E
(REC)	L39	———	———
	L43	33.55'	S 42°-46'-11" E
(REC)	L43	———	———
	L44	80.17'	S 44°-18'-07" W
(REC)	L44	———	———
	L45	84.77'	S 44°-18'-07" W
(REC)	L45	———	———

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.s 01097C0658 L, 01097C0659 L, 01097C0666 L & 01097C0667 L and dated June 05, 2020, and found that the above described property now is located in Flood Hazard Areas "X-Unshaded", "X-Shaded", "AE" (EL 11) and "AE" as determined by graphic scaling.

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

Date: 09/24/2024

REVISIONS:

TODD ACRES INDUSTRIAL PARK

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

GIBLIN F
60' R.
(PRIV

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DEES-TECH, LLC
Dba: HOWE ENGINEERING & SURVEYING

3502 LAUGHLIN DR • SUITE H • MOBILE, AL 36693
PHONE 251-666-2766 • FAX 251-660-1040

DRAWING: 520895-BL.dwg	JOB: 52222	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: SED	FB: 2030/64-66	Sept. 12, 2024	1" = 350'	2 OF 2
CHECKED BY: CTH	TAX: 53-07-35-3-000-001.000			

Exhibit "B"

FINAL REPORT

(PCC ACCOUNT NO. E202501P)

PREPARED FOR:

CITY OF MOBILE - SCANNELL PROPERTIES #727, LLC

15 DECEMBER 2025



403 Conti Street

Mobile, Alabama 36602

(251) 222-8959

Baseline Documentation Report
(City of Mobile – Scannell Properties #727, LLC)

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Introduction

The purpose of this baseline documentation report is to ascertain the conservation values of 149.36 acres of certain real property located off Todd Acres Drive and Hamilton Boulevard in Mobile, Alabama 36582 constituting tax parcel #R023307353000001.006 in Mobile County, Alabama registered in the name of the City of Mobile, Alabama. It is the intent of the landowner(s) to place a conservation easement on the aforementioned property, and to donate this easement as a charitable gift to the Pelican Coast Conservancy. Per instructions in United States Treasury Regulation 1.170A-14(g)(5)(i), this report will provide data sufficient "to establish the condition of the property at the time of the gift."

Conservation Values

The Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a critical floodplain forest with assorted freshwater palustrine wetlands located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, and 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas (collectively, the "Conservation Values") that are of great importance to the Conservancy, the people of Mobile County, and the people of the State of Alabama, and are worthy of preservation.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code").

Rabbit Creek, which transects the Property for a linear distance of approximately 6,229 feet (1,898 meters), is a second-order freshwater stream that is situated in the Mobile Bay Basin, and is located in southern Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03160205) and is designated as "not supporting" under the U.S. Environmental Protection Agency ("EPA") 303d listing (https://adem.alabama.gov/programs/water/303d.cnt). The "not supporting" designation denotes that a particular waterway is capable of providing some or all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses.

Whiskey Branch, which transects the Property for a linear distance of approximately 633 feet (192 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205.

The unnamed headwater of Rabbit Creek, which transects the Property for a linear distance of approximately 1,378 feet (420 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205.

Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Mobile County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Mobile County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003).

Improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Southern Coastal Plain ecoregion in the *2015-2025 Alabama's Wildlife Action Plan* ("SWAP"). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fisheries, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama.

Headwater systems are identified as high priority sites and landscape features of the Southern Coastal Plain ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land.

Headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle.

Land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes

ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration.

This Easement will establish a 100-foot riparian buffer Resource Protection Area (as defined in Section 8) around the respective course transects of 1) Rabbit Creek, 2) Whiskey Branch, and 3) the unnamed headwater of Rabbit Creek. These natural buffers will more than double the protection now mandated by the State of Alabama and Mobile County, and will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

Greatly increasing protection measures of the State of Alabama and Mobile County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv).

The preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code.

Wetlands located among a large terrestrial ecosystem provide a key role in amphibian productivity and maintaining community dynamics by coupling aquatic habitats with those adjacent terrestrial habitats via transfer of biomass and energy (Gibbons et *al*. 2006, Harper et *al*. 2008, Semlitsch and Bodie 1998).

Wetlands surrounded by upland forests may be found almost anywhere in Alabama, with somewhat higher densities in the Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion. These are "embedded" habitats in that they may be surrounded by other habitats such as Dry Longleaf Pine Forest, Mesic Forest, Maritime Forest and Coastal Scrub, and Agricultural and Disturbed. These highly variable habitats form in depressions where precipitation collects (e.g., sinkholes, Citronelle ponds), on former floodplains no longer inundated by seasonal river flows (e.g., oxbow lakes), in swales between coastal dunes (e.g., interdunal ponds), and in other seasonally wet sites. Water depth may vary greatly on a seasonal basis and may be a meter deep or more in the winter. Many become dry in the summer and do not support fish, making them particularly valuable to certain pond-breeding amphibians. Depending on hydrology and soils, isolated wetlands may vary from open water ponds to herb-, shrub-, or tree-dominated wetlands.

This habitat type also includes many water bodies produced by human actions.

Most of the lakes & ponds are built for a variety of reasons including aesthetic appreciation, livestock watering, irrigation, aquaculture, and storm water management. Other wetlands have been created by fragmentation from development where they represent remnants of once larger wetland complexes.

These wetlands are vital habitats for numerous wildlife species, including endangered and threatened birds, reptiles, amphibians, invertebrates, and plants.

Acquisition of property or purchase of conservation easements to protect existing significant wetlands is set forth as a Highest Priority Conservation Action Needed in the SWAP.

The entire palustrine wetland areas are mapped in the USFWS National Wetlands Inventory Map.

This Easement will establish a Resource Protection Area (as defined in Section 8) around the entire perimeter of the respective palustrine wetland area. These natural buffers will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land.

Floodplain forests include a range of situations where periodic flooding and flood-related environmental factors (wetness, scouring, deposition of material, and input of nutrients) affect vegetational composition and dynamics. Scour-influenced systems occur on high-gradient streams in gorges of the Southwestern Appalachians and Ridge and Valley, where shrubs, perennial grasses, and forbs dominate. Elsewhere, forests of larger floodplains and bottomlands often include depositional landforms such as levees, sloughs, ridges, terraces, and abandoned channel segments. Floodplain forests above the Fall Line are generally quite distinct from those of the Southern Coastal Plains ecoregion because of steeper river gradients and harder rocks. Bald cypress (*Taxodium distichum*) and tupelo gum (*Nyssa sylvatica*) are common components below the Fall Line, but not above. Vegetation along the larger streams and rivers generally includes forests dominated by bottomland hardwood species and other trees tolerant of flooding.

The Property lies along the southeastern edge of the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants

depend on the forests, thickets and fields as areas to rest and refuel during their long migrations.

Conserving significant tracts of floodplain forests is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Gulf Coast Flatwoods subregion lands of the Southern Coastal Plains ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. A remnant pitcher plant bog is present on the Property. Alabama is home to four genera of carnivorous plants: bladderworts (*Utricularia*), butterworts (*Pinguicula*), pitcher plants (*Sarracenia*), and sundews (*Drosera*). Carnivorous plants capture insects and other small animals to get necessary nutrients. They do this using various techniques such as sticky traps, bladder traps, and pitfall traps, giving them an advantage in the low-nutrient wetlands they inhabit.

Pitcher plants have the largest and showiest traps of all native carnivorous plants. They are most common in southern Alabama counties but also occur in bogs in northern and central parts of the state.

Seepage bogs, non-boggy seeps, and streamhead seeps occur in the Piedmont and Southeastern Plains. In the Southwestern Appalachians and Ridge and Valley, patches of seepage forests occur on streamhead swales or on broad sandstone ridges where soils are sandy and saturated due to a combination of perched water table and seepage flow. These range in condition from open woodlands to forests. Some may lack a canopy and are dominated by shrubs or herbs. Fire-maintained herbaceous seepage bogs, often containing a variety of carnivorous plants such as pitcher plants occur in the Southern Coastal Plain and lower portions of the Southeastern Plains. These are generally found on gentle, almost imperceptible slopes maintained by constant seepage zones and/or perched water tables. Examples are typically grass and sedge dominated and often species-rich. Shrubs frequently encroach in the absence of fire. In portions of the Fall Line Hills of the Southeastern Plains, wet, shrub-dominated seepage communities occur in small patches on steep slopes within a matrix of longleaf pine-dominated vegetation. Wetland conditions are maintained by seepage flow from adjacent uplands. Examples of this habitat can vary between densely shrubby and fairly open and herbaceous, depending on frequency of fire and length of time since previous fires.

These bogs are all readily distinguished from adjacent upland habitats by the presence of wetland flora and soils as well as seepage. They may be somewhat less clearly distinguished from adjacent floodplain habitats, but they are saturated without having standing water as floodplain pools do. These differences are reflected in the vegetation.

This Easement will establish an Open Area (as defined in Section 8) protection zone that will preserve the floodplain forest and the pitcher plant bog and will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous. 2) low-impact outdoor recreation, education, nature observation, and scientific studies.

Protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

The preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area.

Historical and Current Description of Property

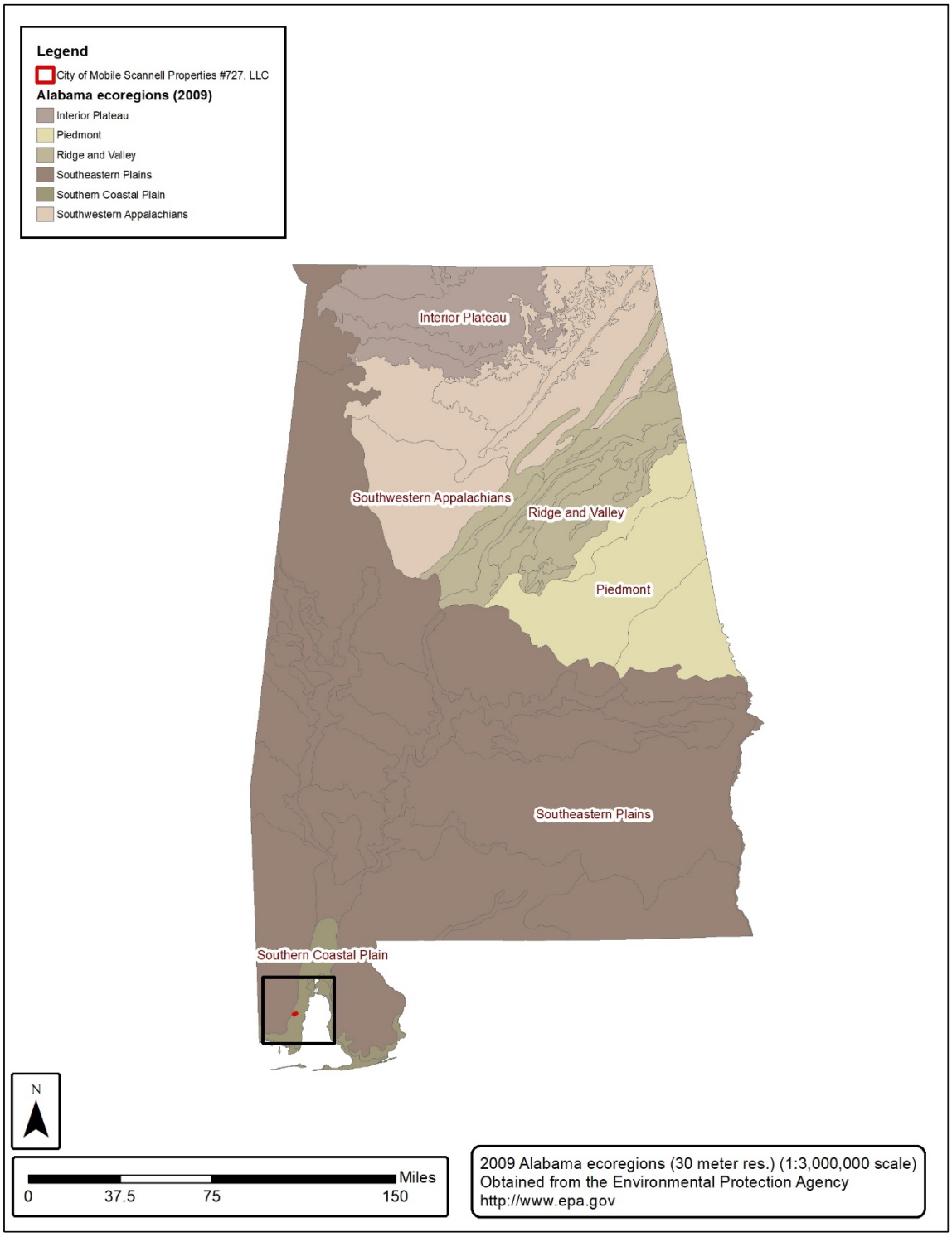


Figure 1. 2009 Alabama ecosystems (30 meter res.) (1:3,000,000 scale).

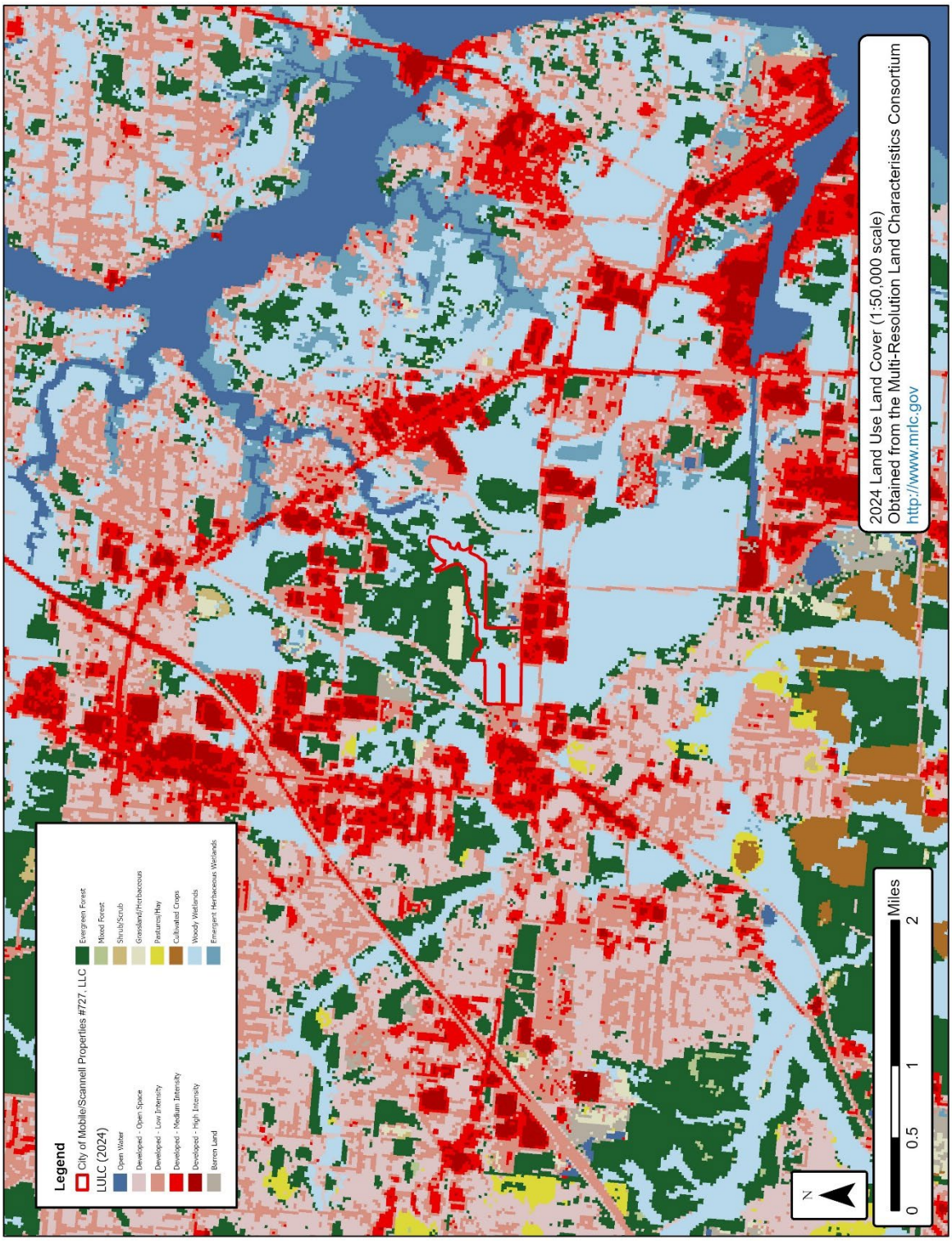


Figure 2. 2024 Land Use Land Cover (30 meter res.) (1:50,000 scale).

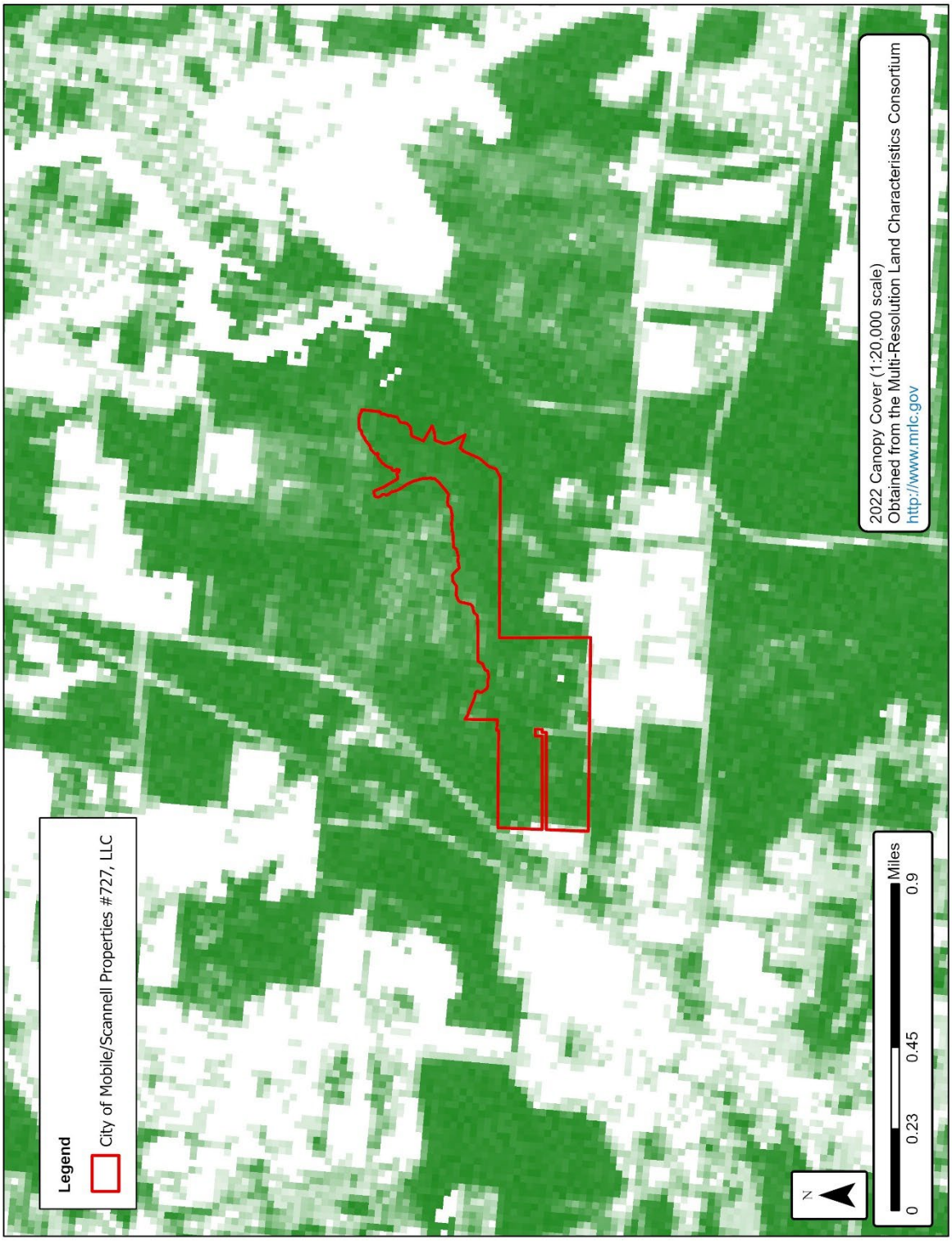


Figure 3. 2022 Canopy Cover (30 meter res.) (1:50,000 scale).

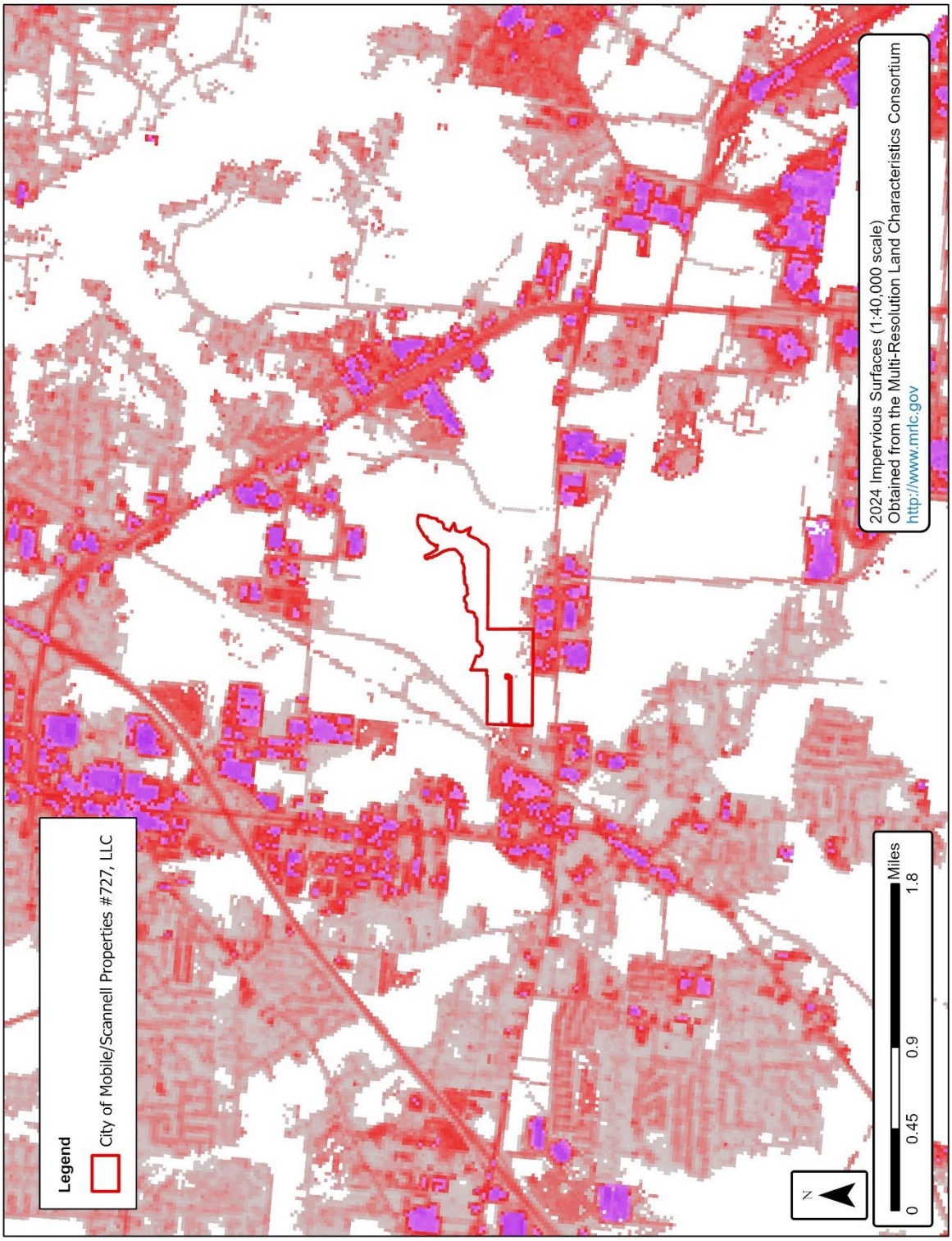


Figure 4. 2024 Impervious Surfaces (30 meter res.) (1:40,000 scale).

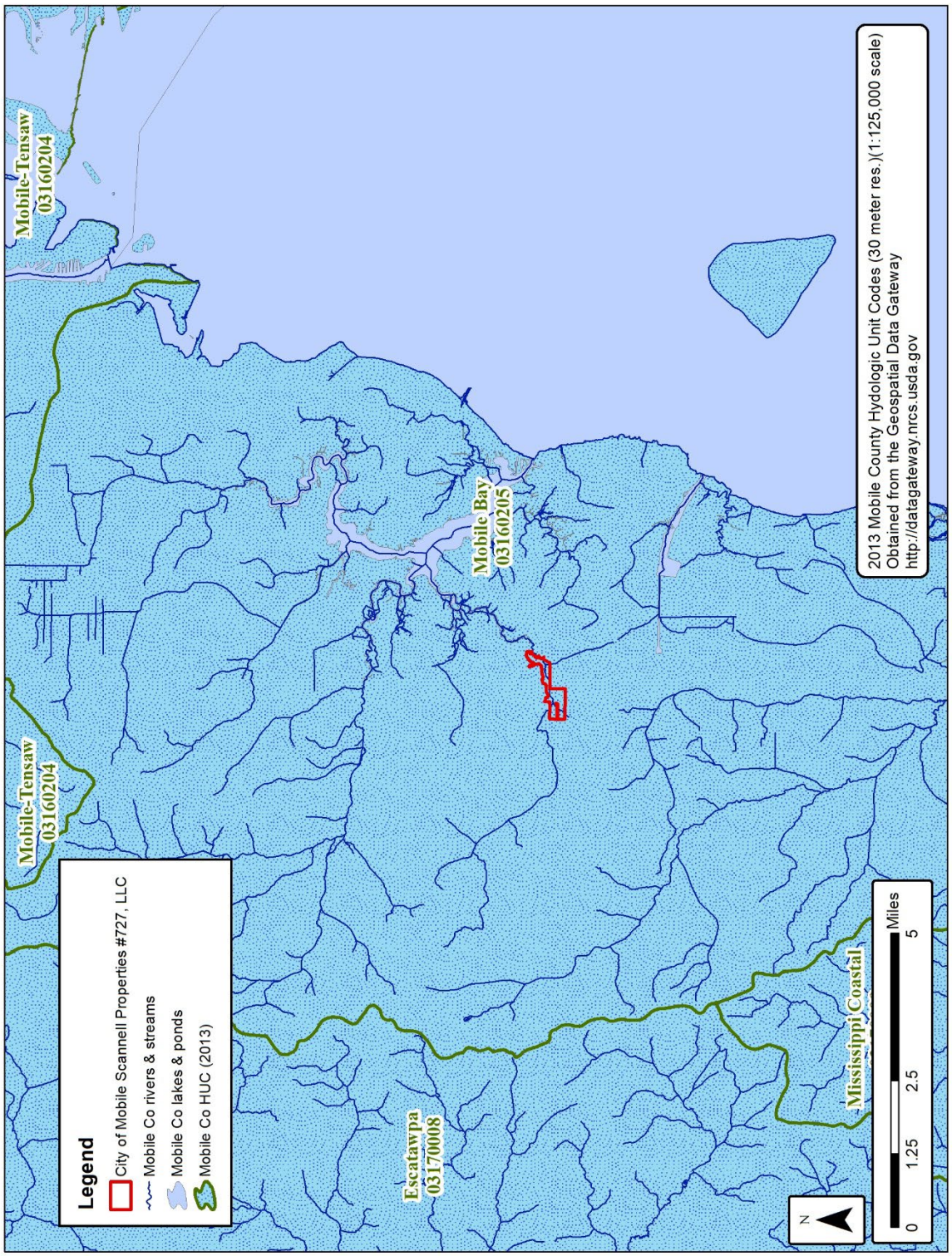


Figure 5. 2013 Mobile County Hydrologic Unit Codes (in stippled blue) in proximity to the City of Mobile Scannell Properties #727, LLC property (1:125,000 scale).



Figure 6. 2024 Alabama Protected Lands (in Medium green) in proximity to the City of Mobile Scannell Properties #727, LLC property (1:200,000 scale).

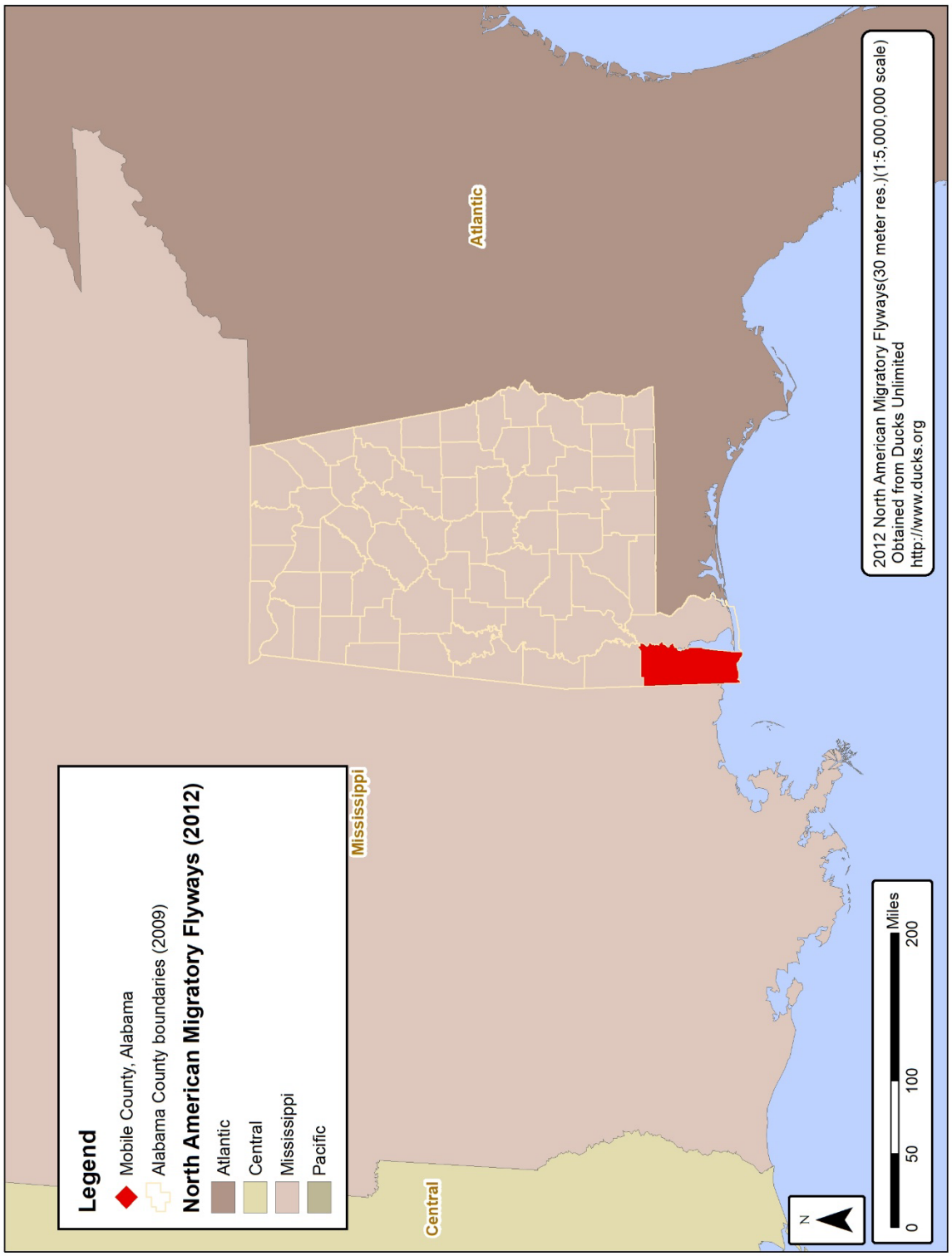


Figure 7. 2012 North American Migratory Flyways in proximity to Mobile County, Alabama (1:5,000,000 scale).

Historical Description

The City of Mobile - Scannell Properties #727, LLC property is located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas, and 3) palustrine wetland areas (Figure 1), and predominantly classified as “woody wetlands” with lesser areas of “evergreen forest” and “shrub/scrub” (Figure 2). The canopy cover is relatively closed on the majority of the property (Figure 3). All access roads are constructed of pervious packed sand (Figure 4). The City of Mobile - Scannell Properties #727, LLC property is located in the Mobile Bay River Basin (Figure 5), and is adjacent to numerous protected parcels (Figure 6). The City of Mobile - Scannell Properties #727, LLC property is located on the eastern edge of the Mississippi Migratory Flyway (Figure 7).

Current Description

Scannell Properties agreed to place an approximately 150-acre conservation easement on wetlands in Mobile, Alabama, as part of a negotiated deal to develop a new industrial park. The easement permanently protects the wetlands in the Dog River watershed, preventing future redevelopment of the protected land. The agreement was reached in December 2023 with the City of Mobile, following negotiations involving the environmental group Mobile Baykeeper. Under these auspices, the landowners have chosen to 1) perpetually protect the riparian areas and wetlands associated with a) Rabbit Creek and its unnamed headwater, b) Whiskey Branch, 2) perpetually protect the littoral buffers and wetlands associated with the critical palustrine wetland areas, and 3) passively recreate on the property.

Summary of Grantor and Conservancy Rights

Permitted Uses of the Property

Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into three (3) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a main access road, 2) secondary access road(s), and 3) auxiliary facilities may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Main Access Road, 2) the Acceptable Development Area – Secondary Access Road(s), and 3) the Acceptable Development Area – Auxiliary Facilities.

- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) that ultimately extends from Hamilton Boulevard into the interior of the Property. This linear buffer will originate from the centerline of the existing main access road as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 20 feet (6.08 meters) to either side.

- The Acceptable Development Area – Secondary Access Road(s) will consist of linear buffers of approximately 30 feet (9.14 meters) extending from the centerline of any current or future secondary access roads as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 15 feet (4.57 meters) to either side.

- The Acceptable Development Area – Auxiliary Facilities will consist of a polygon directly adjacent to the ADA – Main Access Road. The polygon, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, will encompass a total area of approximately one-half acre (2023 meters^2).

Resource Protection Areas (also referred to herein as "RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of four (4) Resource Protection Areas will exist on the entire Property: 1) the Resource Protection Area – Rabbit Creek, 2) the Resource Protection Area – Whiskey Branch, 3) the Resource Protection Area – Unnamed Headwater of Rabbit Creek, and 4) the Resource Protection Area – Palustrine Wetlands.

- The Resource Protection Area – Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Whiskey Branch will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Whiskey Branch as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Unnamed Headwater of Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of the unnamed headwater of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Palustrine Wetlands will consist of polygonal buffers that will originate at the highwater line of the respective palustrine wetland, as specifically identified in the Conservation Easement Map in Section XI of the Baseline Documentation Report.

Open Area (also referred to herein as an "OA") – The remainder of the Property, after excluding the Acceptable Development Areas and the Resource Protection Areas in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled "Prohibited Uses"), Subsections 5.1 – 5.18 and allows activities set forth in Subsections 8.3, 8.3.A, 8.3.B, 8.3.C, 8.3.D, 8.3.E, 8.3.F, 8.3.G, and 8.3.H (entitled "Open Area").

8.1 *Acceptable Development Areas*. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Main Access Road. With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace the main access road within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access

Road. No portion of the main access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Main Access Road. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.B Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace any agricultural access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.C Acceptable Development Area – Auxiliary Facilities. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, improve, repair, remove, or replace 1) a small parking area (a maximum total of three (3) car capacity), 2) an informational kiosk, 3) picnic tables, and 4) an access road ultimately connecting the ADA – Auxiliary Facilities with the ADA – Main Access Road within the area shown in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities. There will be a maximum total of one (1) Acceptable Development Area – Auxiliary Facilities on the entire Property. Said improvements shall be located completely within the ADA – Auxiliary Facilities. All activities related to the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road shall be confined to the Acceptable Development Area – Auxiliary Facilities. Any area of the ADA – Auxiliary Facilities disturbed in connection with the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road (which do not contain the parking area, the informational kiosk, picnic tables, and access road) must be revegetated and restored

to a natural condition promptly after completion of such activities to ensure that the location of such activities does not substantially diminish or impair the Conservation Values.

8.1.C.i Building Restrictions. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace the aforementioned auxiliary facilities within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.ii Parking Area. With prior written notice to the Conservancy, Grantor may construct, maintain, repair or replace a parking area within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities so long as such improvements 1) are in accordance with local, state, and federal laws, and 2) does not exceed a maximum total of four hundred (400) square feet (37 meters ^{2}) which should accommodate a maximum total of three (3) parking spaces. No portion of the parking area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.1.C.iii Informational Kiosk. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) informational kiosk within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.iv Access Road. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) access road within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities, and to have the access road ultimately connect the ADA – Auxiliary Facilities with the ADA – Main Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.2 *Resource Protection Areas*. The following activities are permitted within the Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for purposes of preventing trespass on the Property.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstances will any wetlands in the Resource Protection Area – Palustrine Wetlands be drained or materially altered.

8.2.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Resource Protection Areas provided that any structure must be designed and situated to blend with natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent

necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Trails. With prior written notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Areas to be used for outdoor recreation and education.

> 8.2.F.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.2.F.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.2.F.iii Trail Covering. The trail may be covered, if at all, only by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.
>
> 8.2.F.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes; and to indicate the interest of Grantor and the Conservancy are permitted.

8.2.G All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline

Documentation Report as Resource Protection Areas.

8.2.H Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.I Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Areas.

8.3 *Open Area*. The following activities are permitted within the Open Area to the extent indicated.

8.3.A Fences. With prior written notice to the Conservancy, Grantor may maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area. No new fences may be constructed in the Open Area.

8.3.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

> 8.3.B.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.3.B.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.3.B.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.
>
> 8.3.B.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and the Conservancy.

8.3.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as the Open Area for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, preserves the value of the Open Area as wildlife habitat and aquatic ecosystem, and preserves the Conservation Values. The foregoing permissions include, to the extent necessary,

temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area, to remove trees and limbs which are fallen, dead, diseased or dangerous, limited to preserve the Conservation Values.

8.3.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area.

8.3.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Open Area as wildlife habitat.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Open Area.

Prohibited Uses of the Property

Prohibited uses of the Property are specifically described in Sections 5.1 through 5.18. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of accessways or the construction of any roadways, except as expressly provided herein in the Acceptable Development Areas as defined below; and

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Acceptable Development Areas and the Open Area; and

5.14 more than de minimis use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights except as necessary and appropriate for the present and future occupation of human, faunal, and vegetational populations on the Property; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

5.18 the division, subdivision, or de facto subdivision of the Property into two or more parcels of land or separate interests.

Literature Cited

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Gibbons, J.W, Winne, T.C., Scott, D.E., Willson, J.D., Glaudis, X., Andrews, K.M., Todd, B.D., Fedewa, L.A., Wilkinson, L., Tsaliagos, R.N., Harper, S.J., Greene, J.L., Tuberville, T.D., Metts, B.S., Dorcas, M.E., Nestor, J.P., Young, C.A., Akre, T., Reed, R.N., Buhlmann, K.A., Norman, J., Croshaw, D.A., Hagen, C. and B.B. Rothermel. 2006. Remarkable amphibian biomass and abundance in an isolated wetland: Implications for wetland conservation. *Conservation Biology* 20(5):1457-1465.

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Signature Pages

I, Spiro N. Cheriogatis, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Easement signed by myself. I have read this Report and understand it. I agree that this Report, and including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement. I affirm that there are no activities ongoing on the property that are inconsistent with the Conservation Easement.

GRANTOR:

CITY OF MOBILE,
A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogatis
ITS: Mayor

ATTEST:

BY: _____ Date: _____
City Clerk

I, Robert D. Keller, Ph.D, Chief Executive Officer of the Pelican Coast Conservancy, Inc. have prepared and signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement, about to be executed. I affirm that I visited this property personally and that this Report including the maps and photographs accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement.

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama non-profit corporation

By: _____
Robert D. Keller, Ph.D
Its Chief Executive Officer

I, _____the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert D. Keller, Ph.D, whose name as Chief Executive Officer of PELICAN COAST CONSERVANCY, INC, an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of December, 2025.

_____
Notary Public, State of Alabama

Print _____ (Seal)

Conserved Property Location

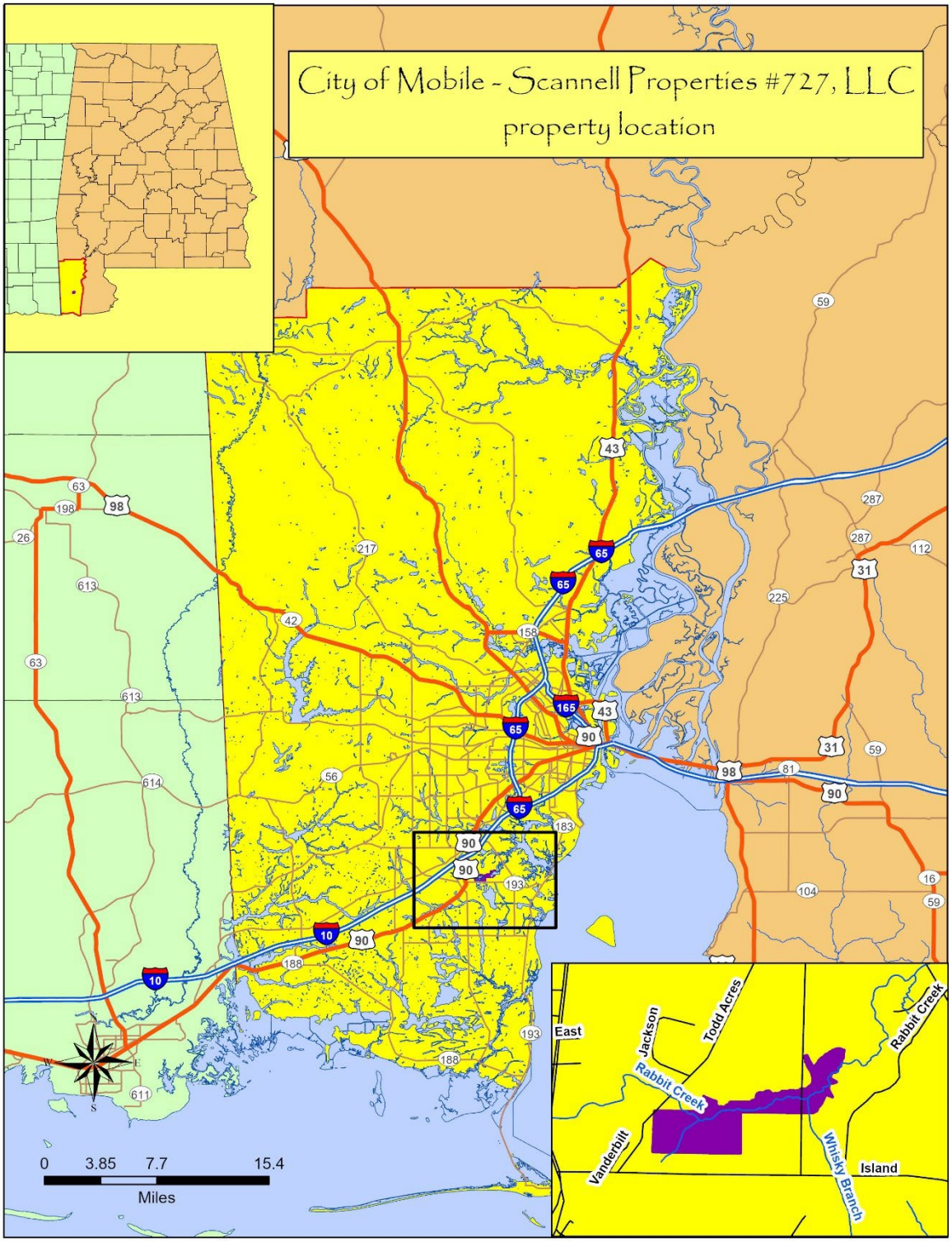


Figure 8. Inset map of the City of Mobile Scannell Properties #727, LLC property location.

Directions to Conserved Property

- From the city of Mobile, Alabama, take left ramp onto I-10 W toward Pascagoula. (11.3 miles)
- Take exit 15A toward Theodore onto US-90 W (Government Blvd). (2.2 miles)
- Turn left onto Hamilton Blvd (CR-26). (0.9 miles)

Topographic map

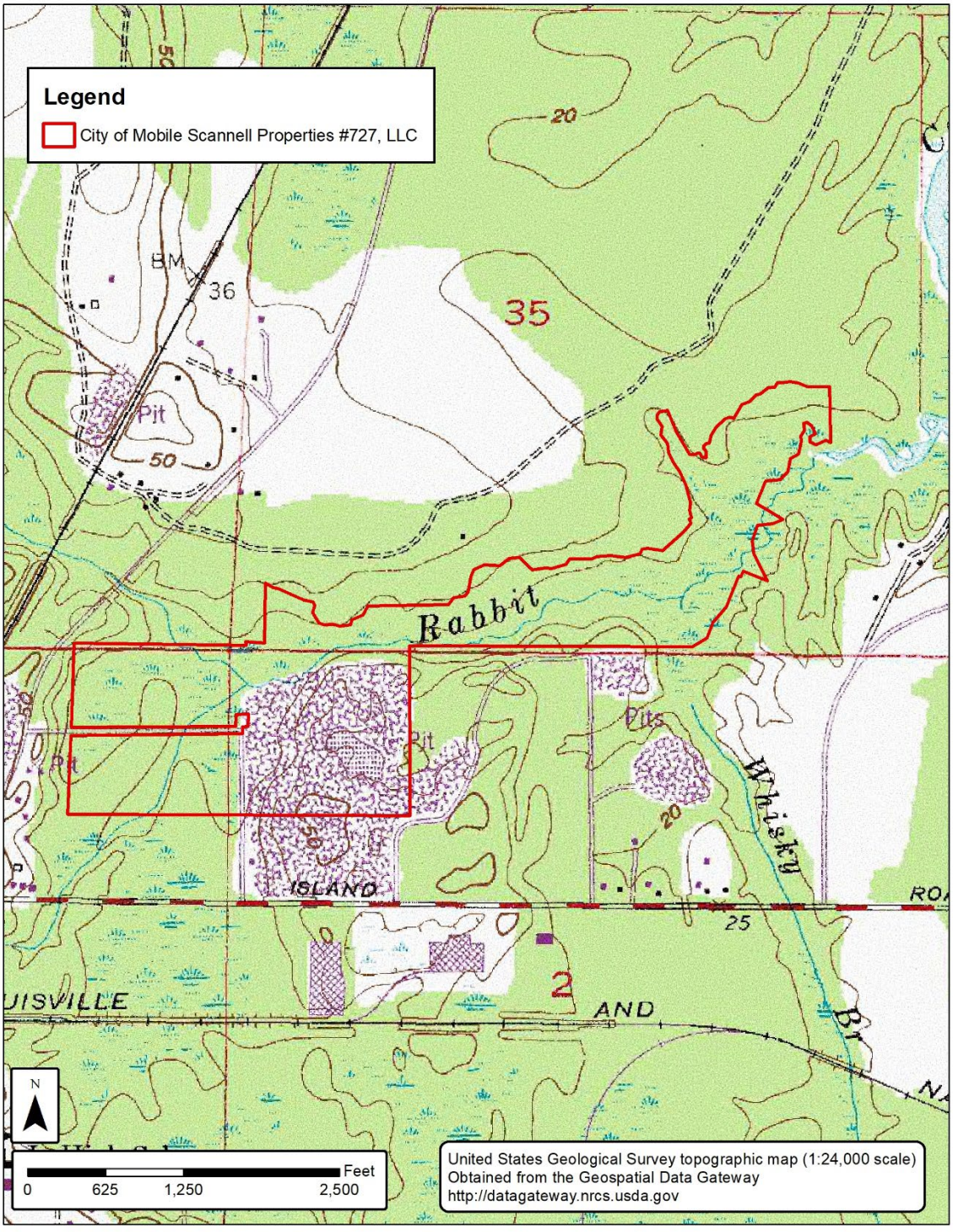


Figure 9. United States Geological Survey topographic map (1:24,000).

The City of Mobile - Scannell Properties #727, LLC property elevations are uniformly flat at 35 feet (10.6 meters). The grade increases gently from the center of the property to the north.

Historical & Current Orthophotography

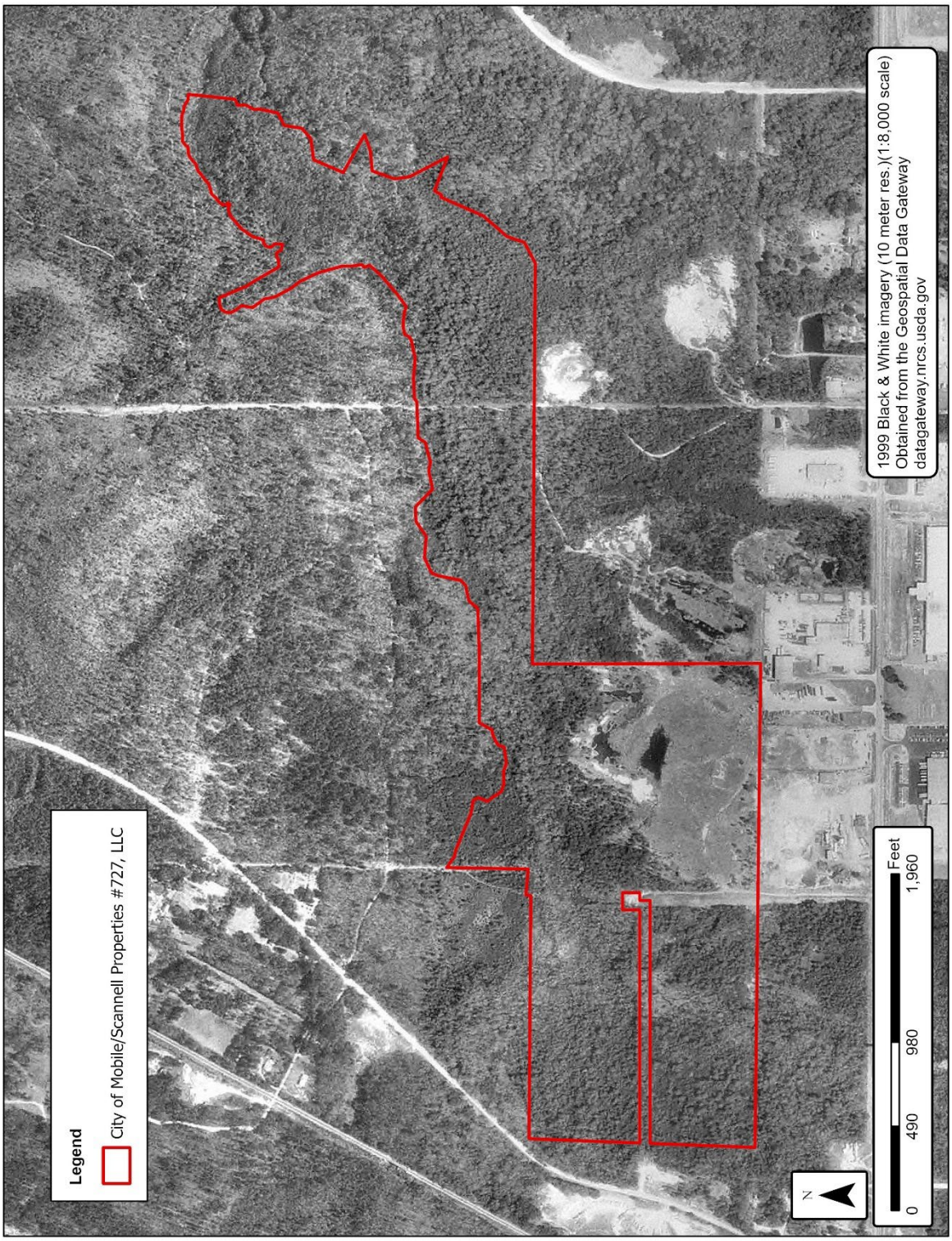


Figure 10. 1999 Black & White imagery (10 meter res.) (1:8,000 scale).

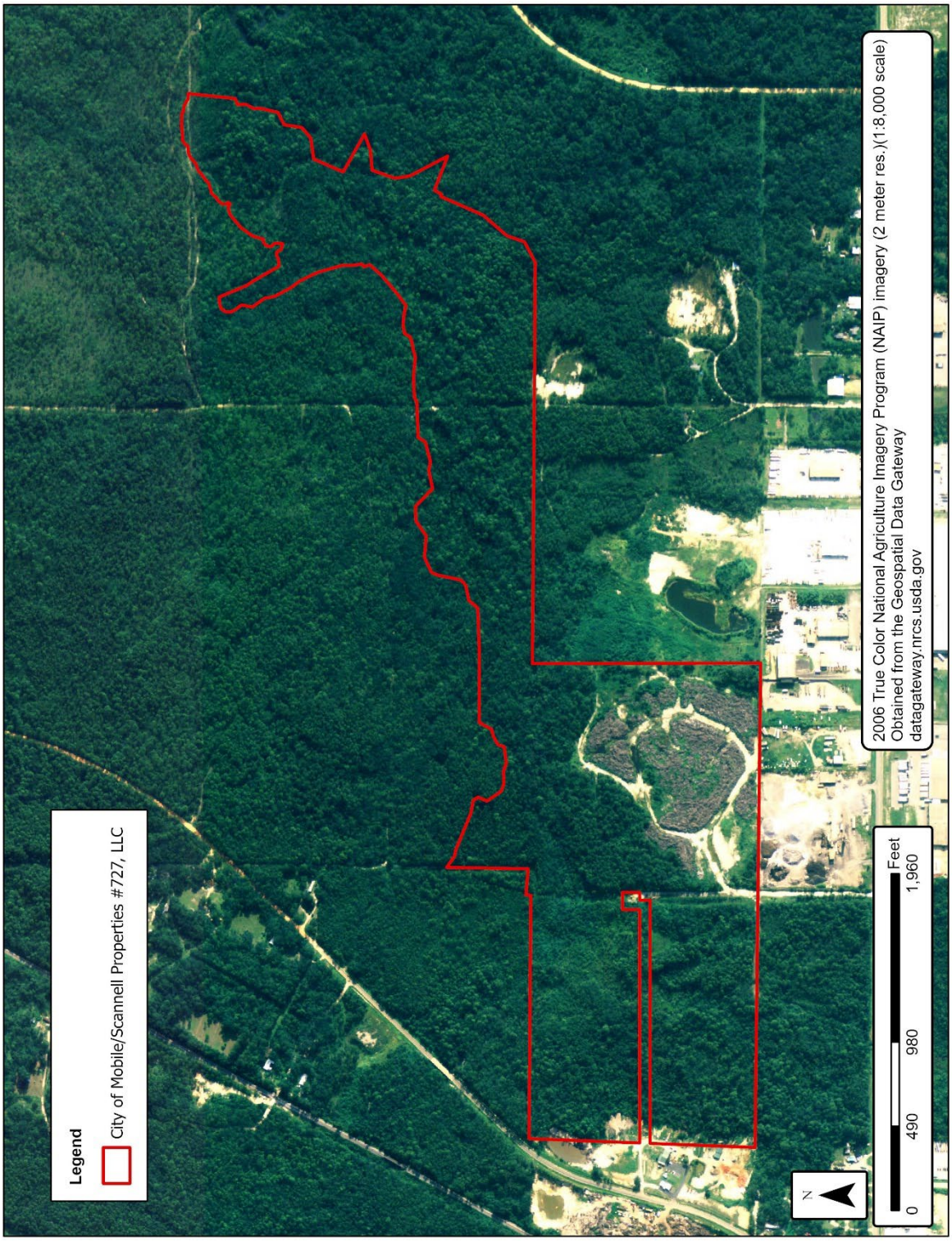


Figure 11. 2006 True Color National Agriculture Imagery Program (NAIP) imagery (2 meter res.) (1:8,000 scale).

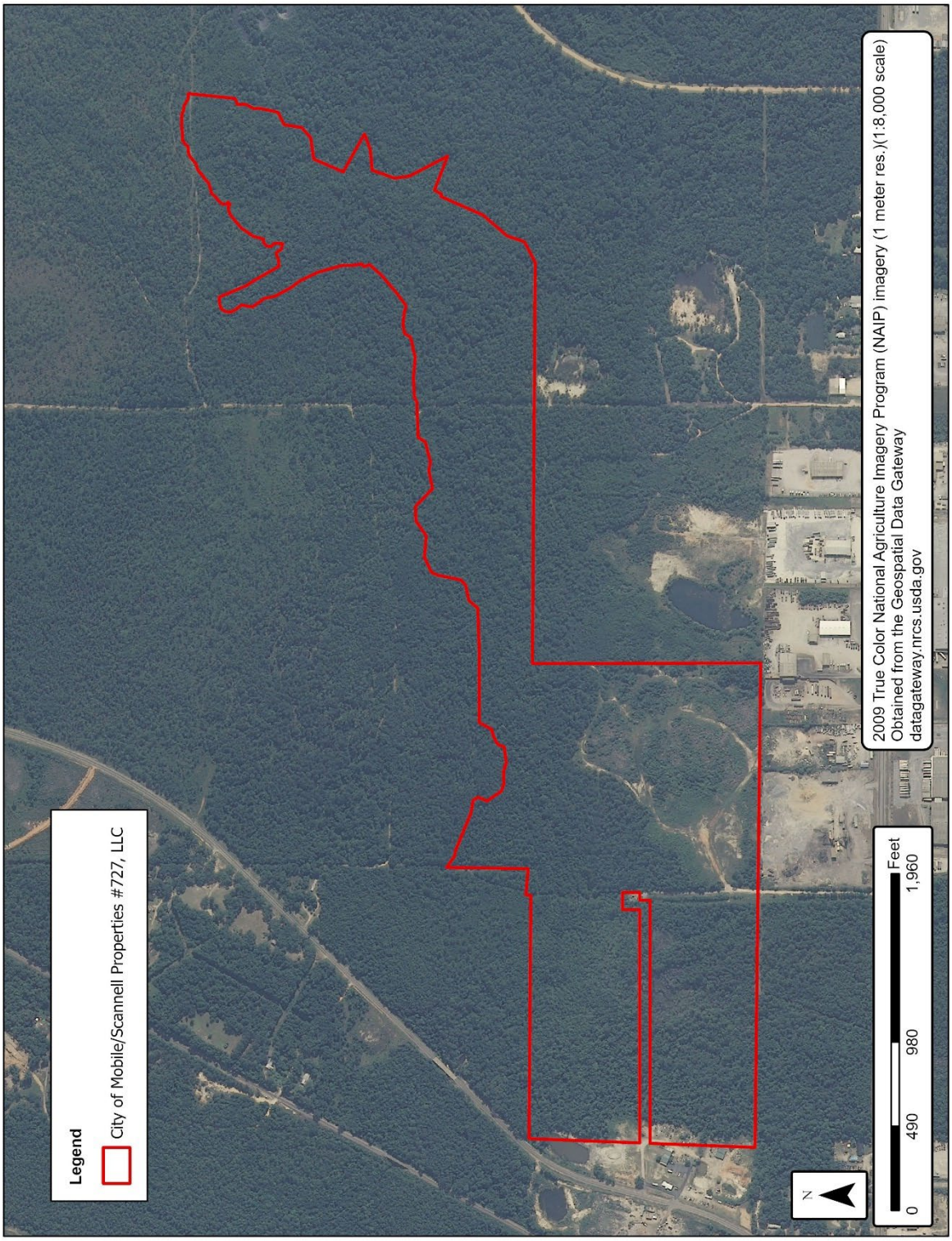


Figure 12. 2009 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

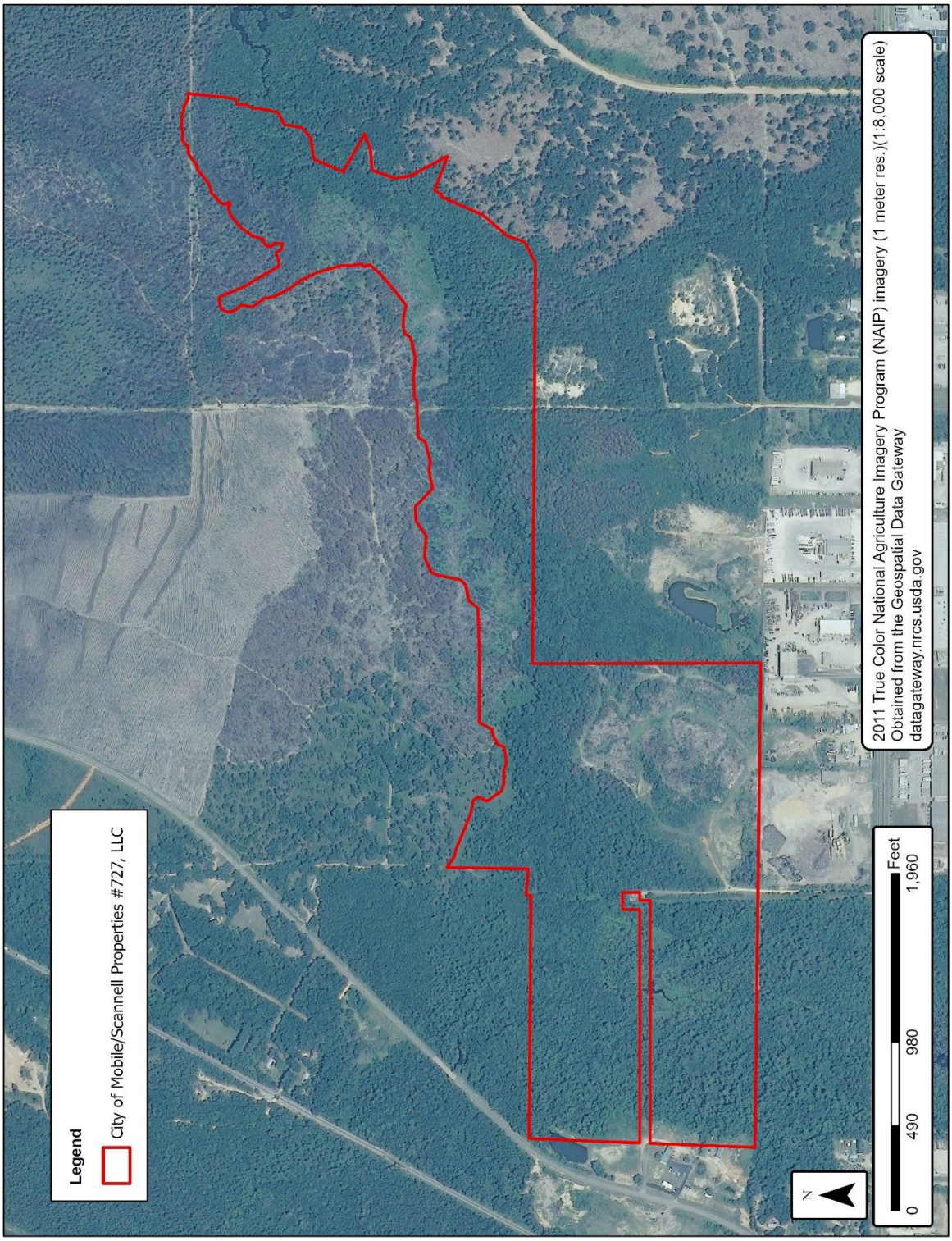


Figure 13. 2011 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

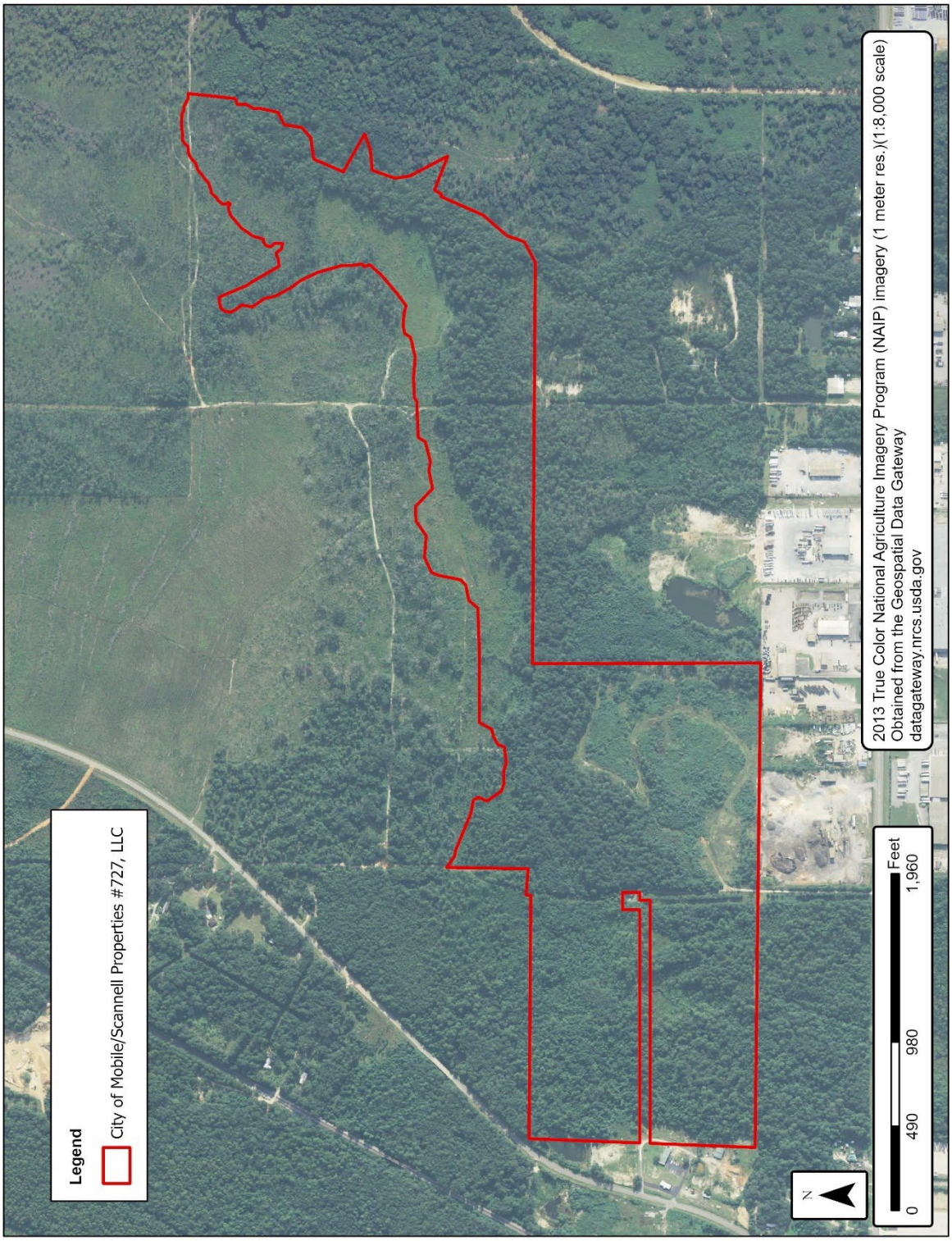


Figure 14. 2013 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

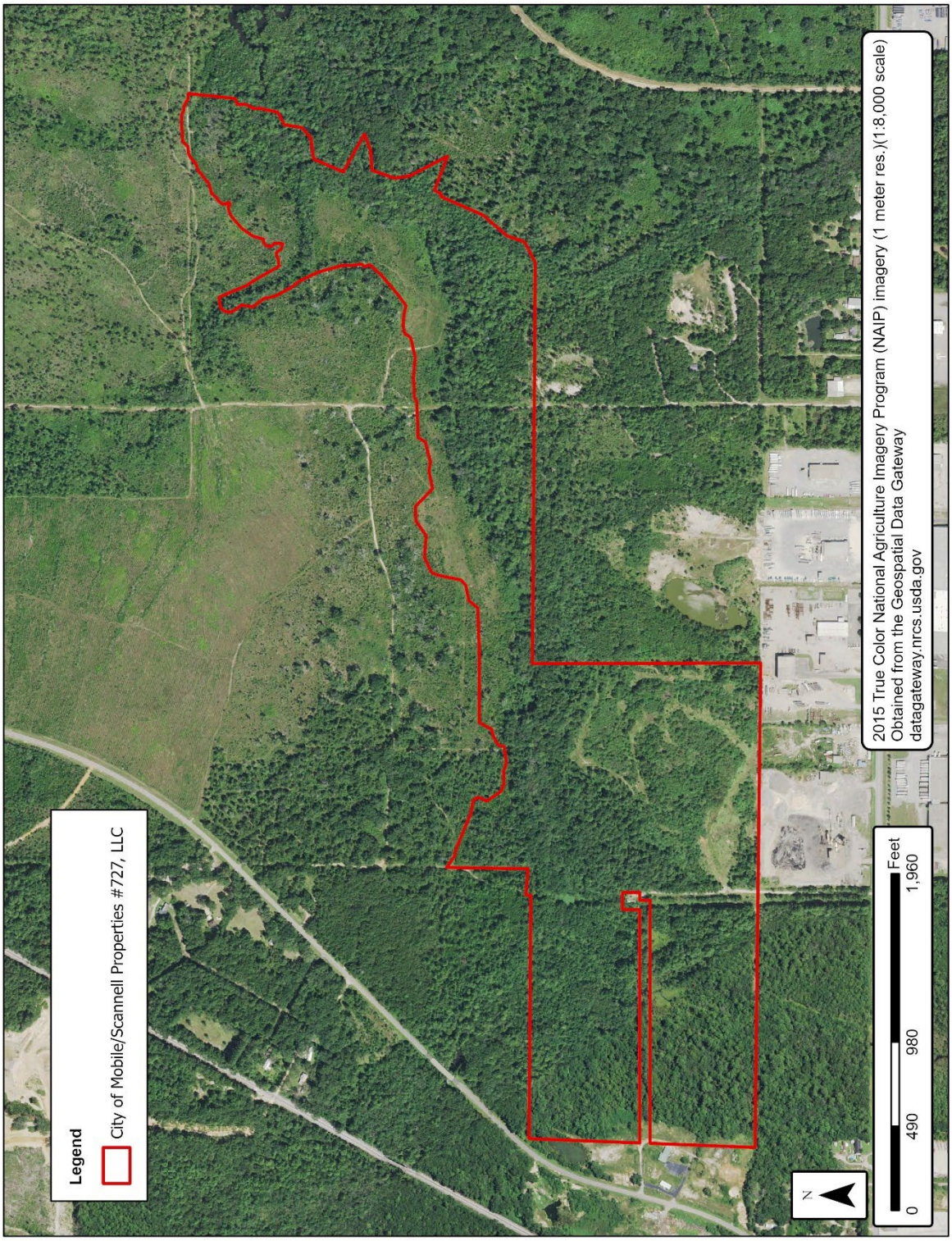


Figure 15. 2015 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

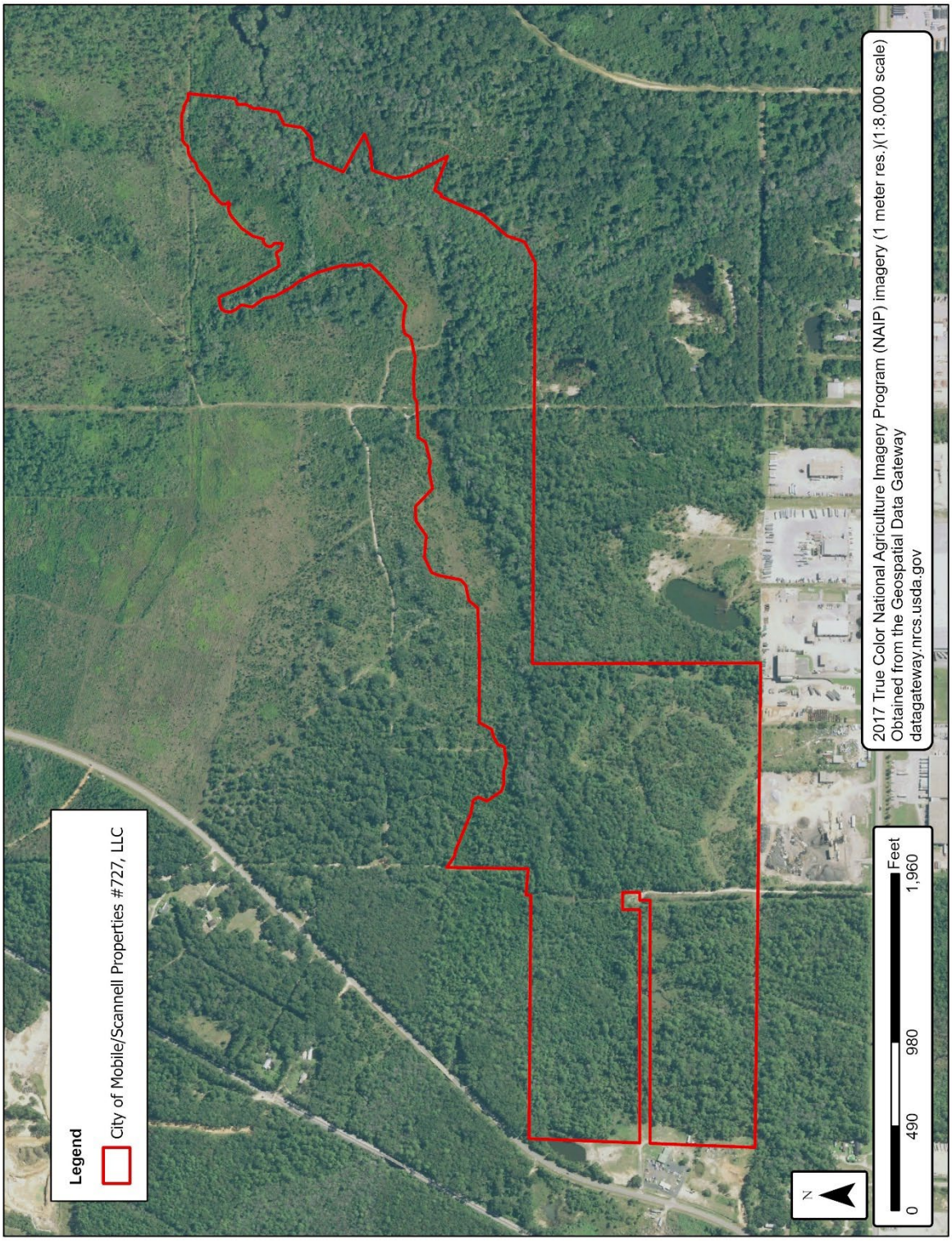


Figure 16. 2017 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

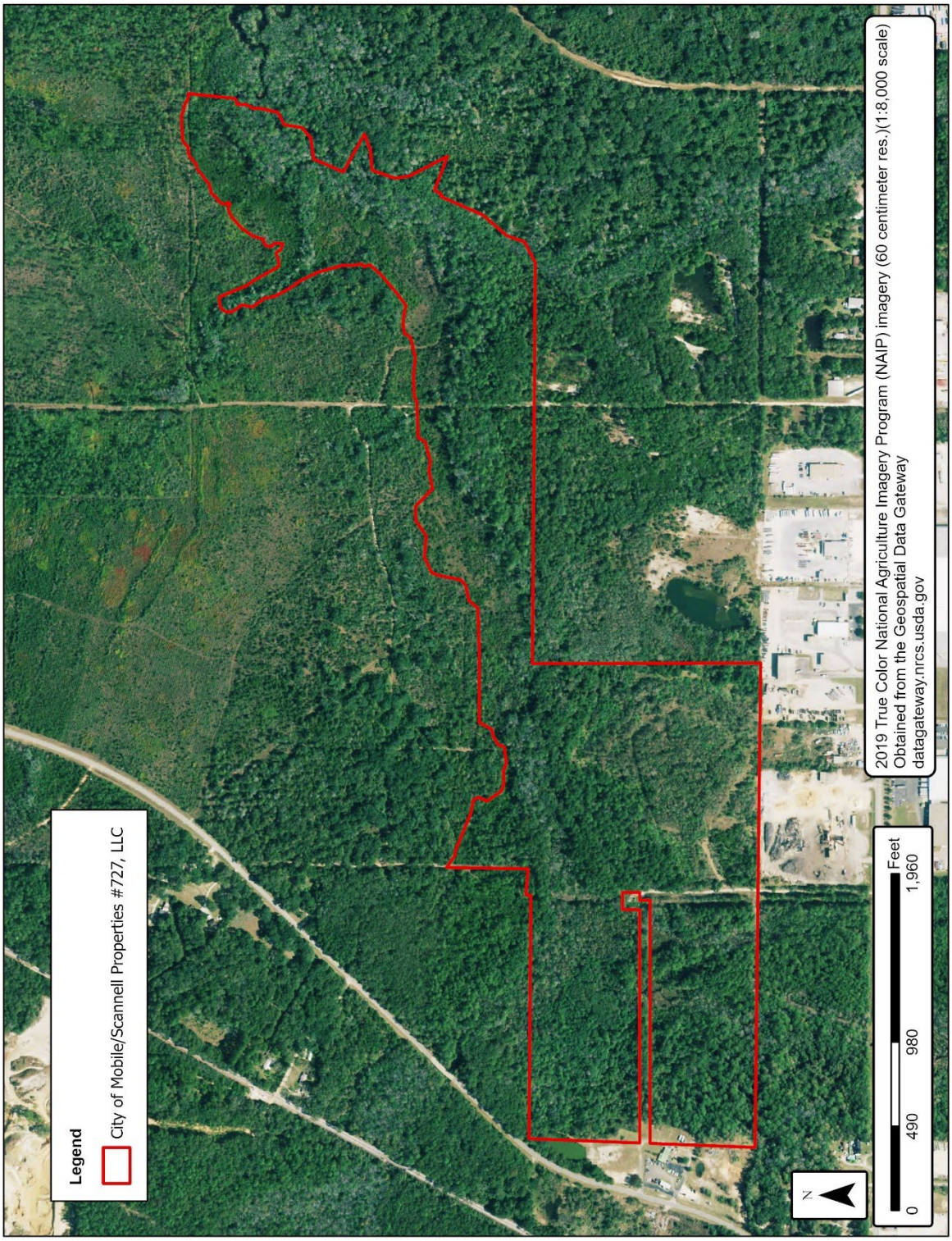


Figure 17. 2019 True Color NAIP imagery (60 centimeter res.) (1:8,000 scale).

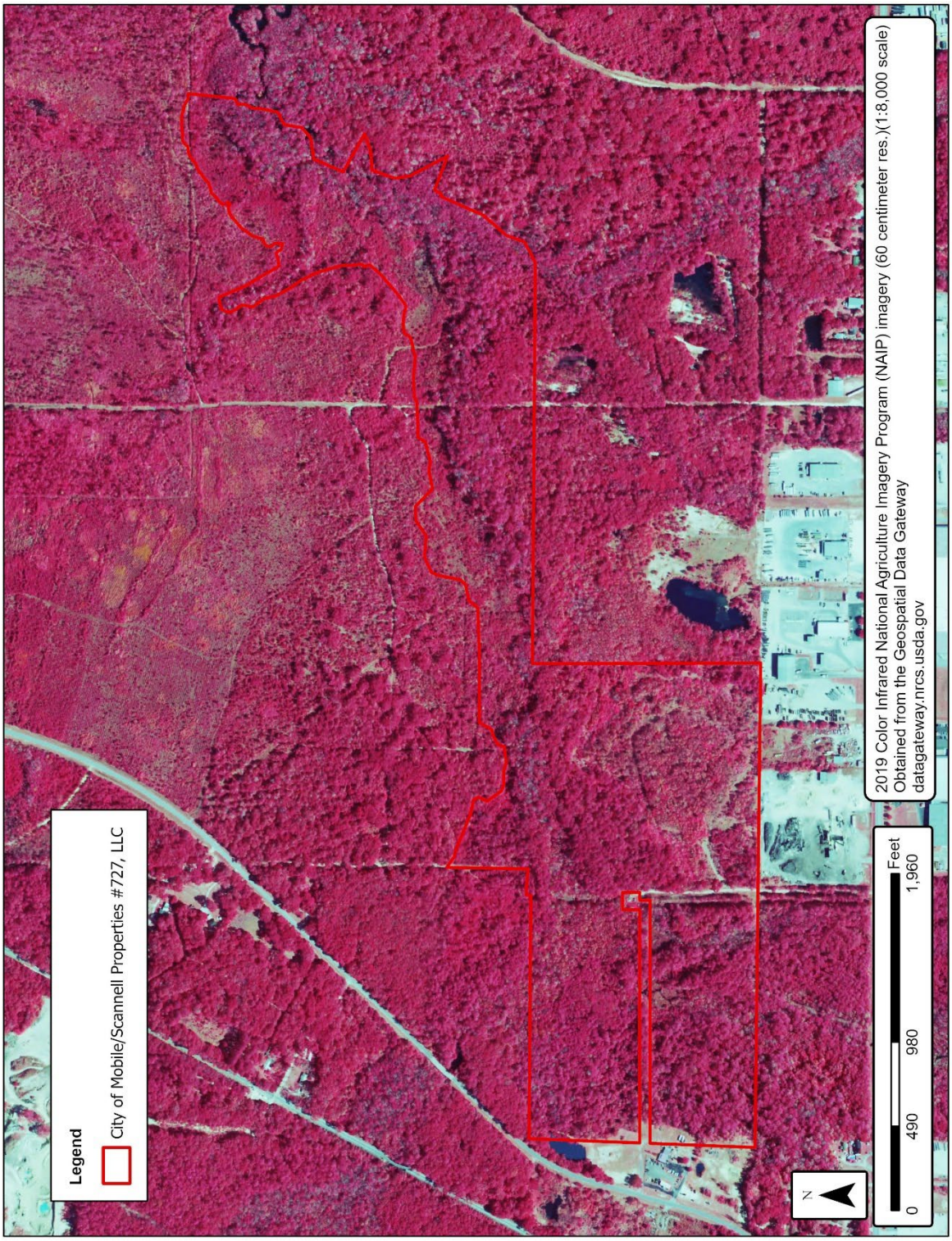


Figure 18. 2019 Color Infrared NAIP imagery (60 centimeter res.) (1:8,000 scale).

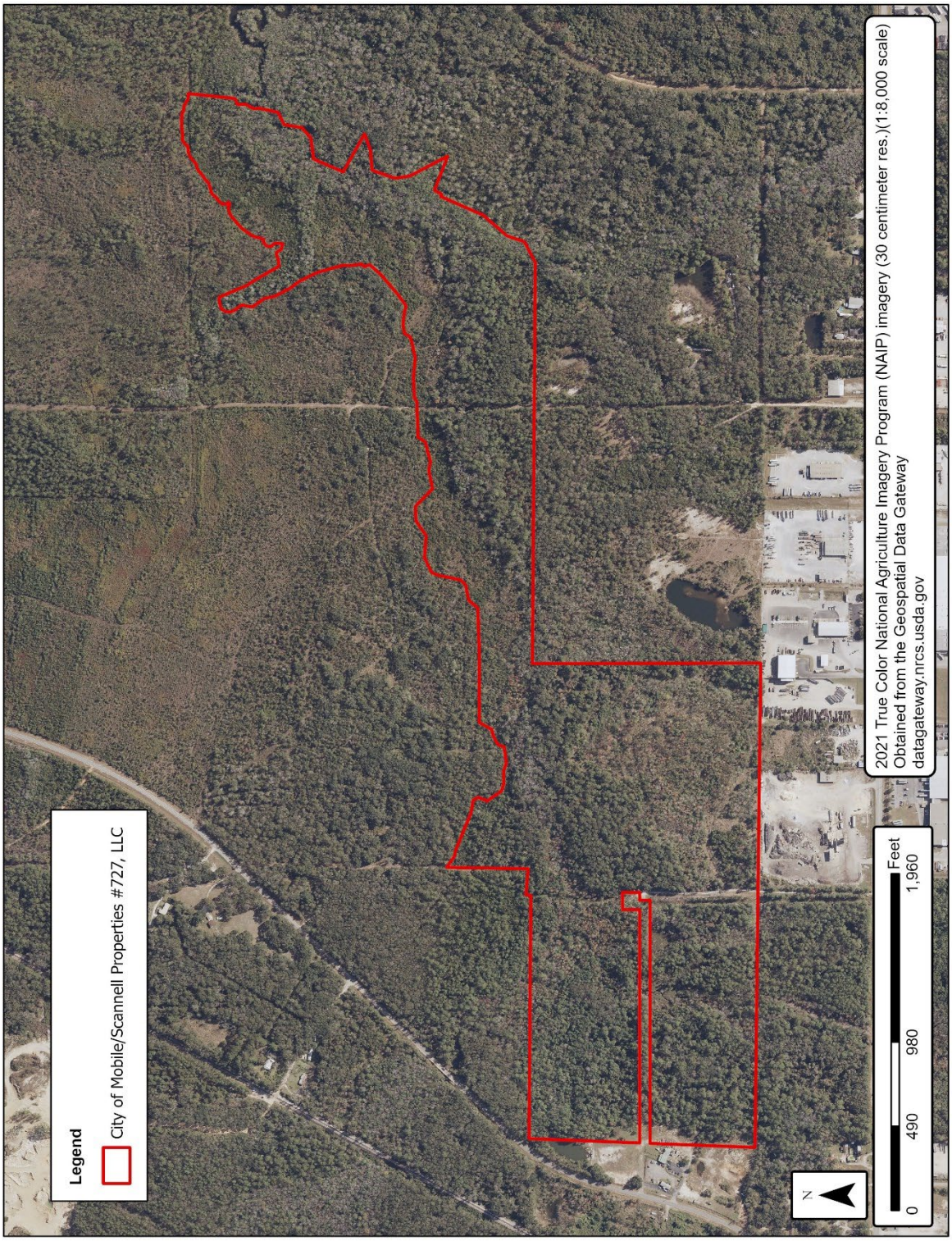


Figure 19. 2021 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

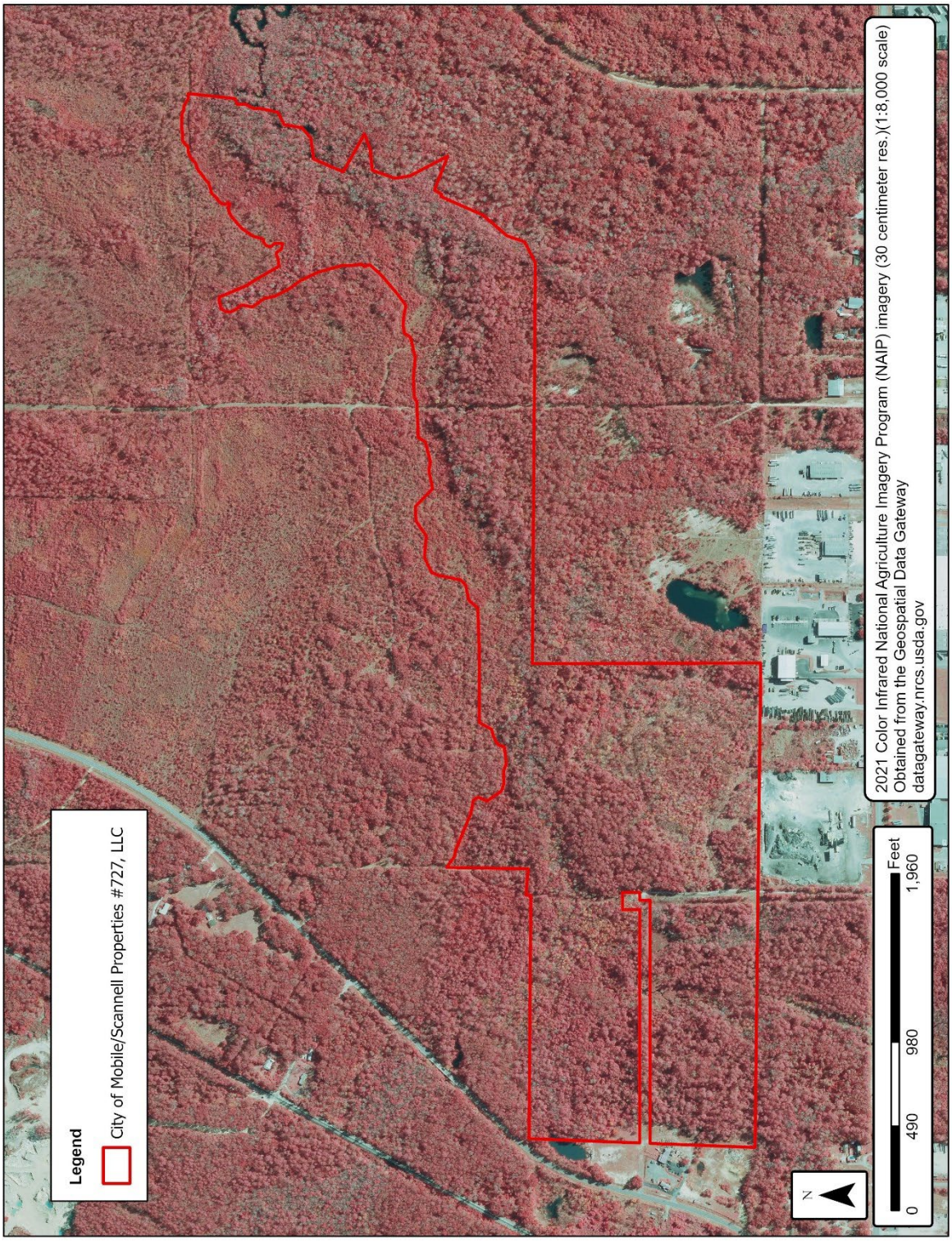


Figure 20. 2021 Color Infrared NAIP imagery (30 centimeter res.) (1:8,000 scale).

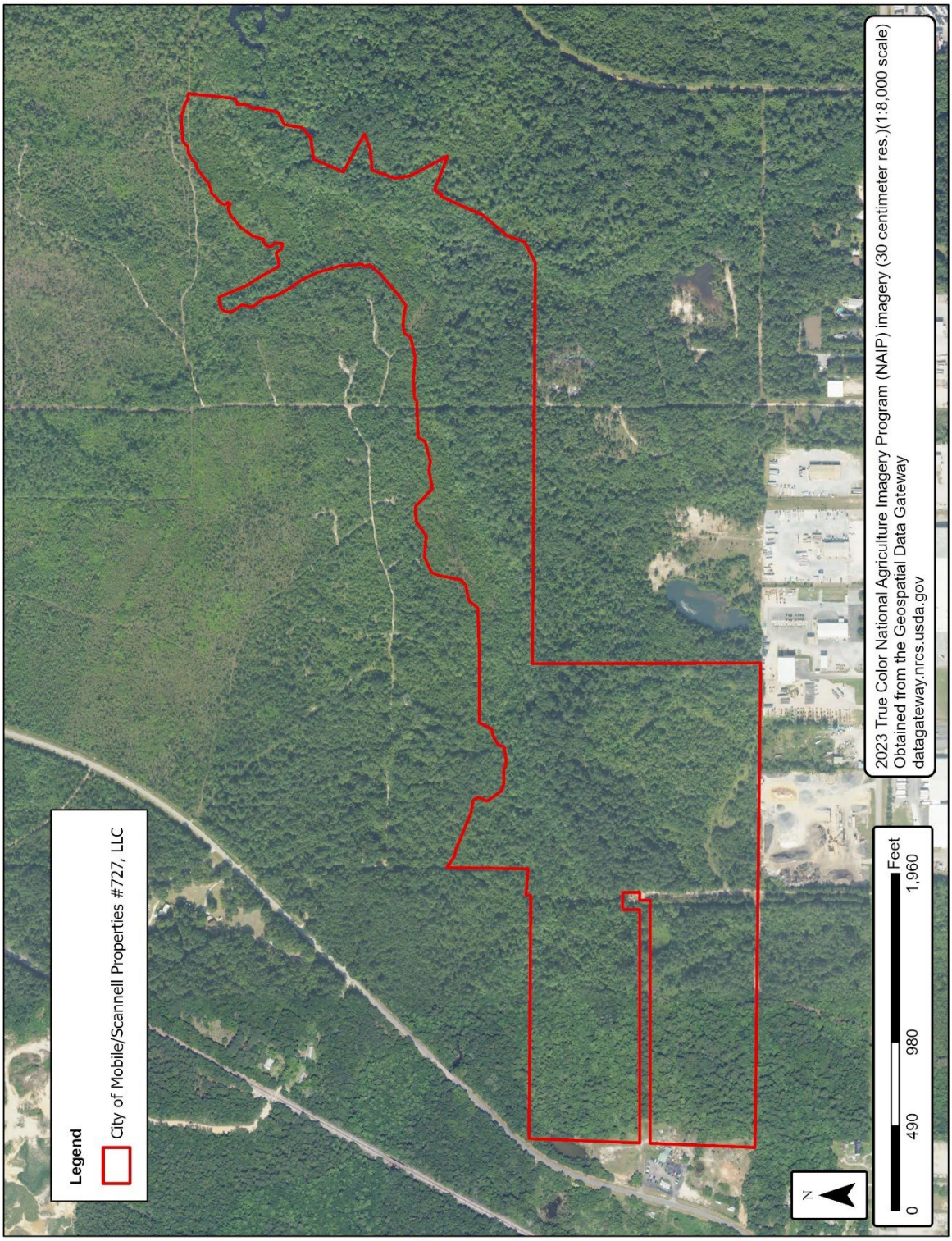


Figure 21. 2023 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

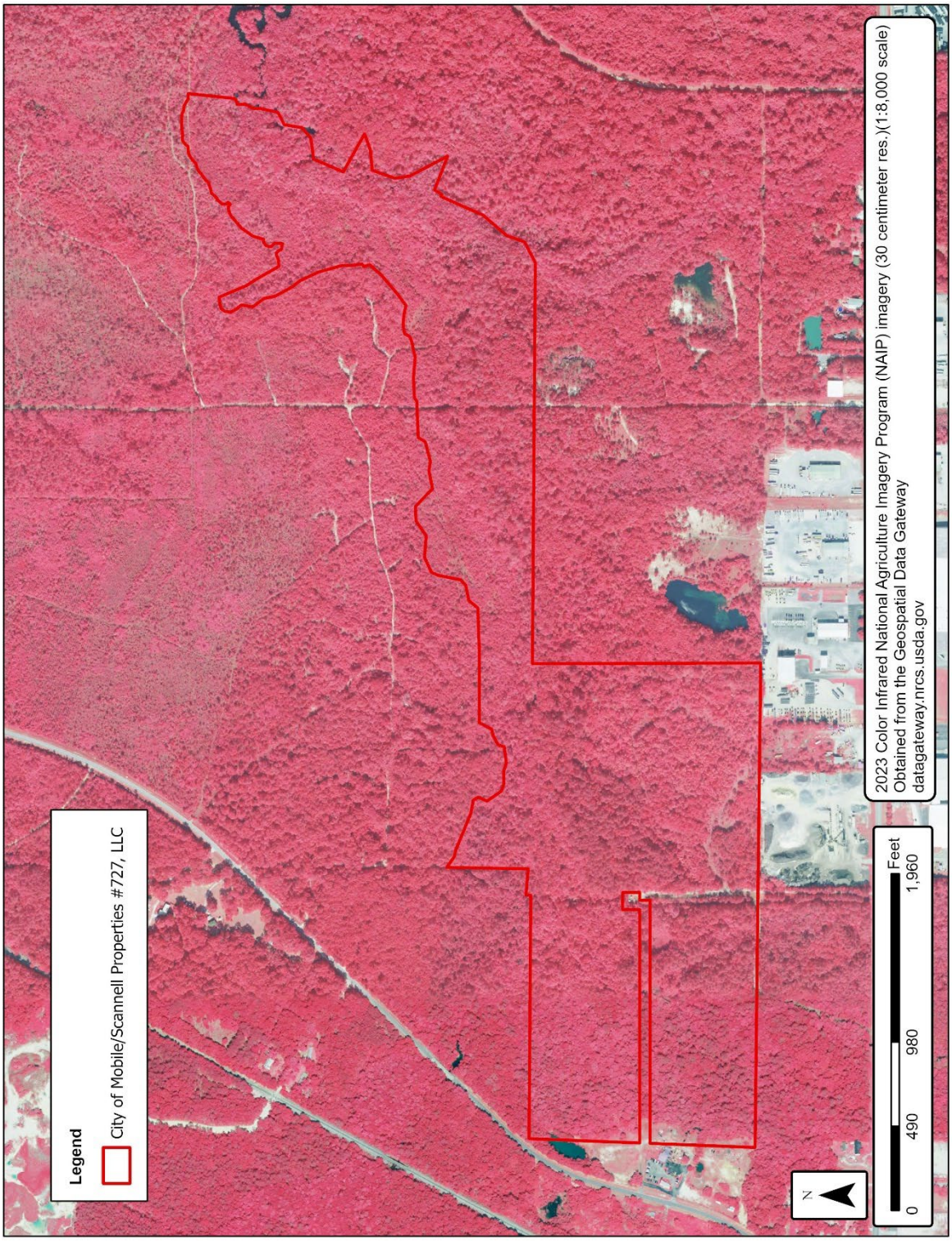


Figure 22. 2023 Color Infrared NAIP imagery (30 centimeter res.) (1:8,000 scale).

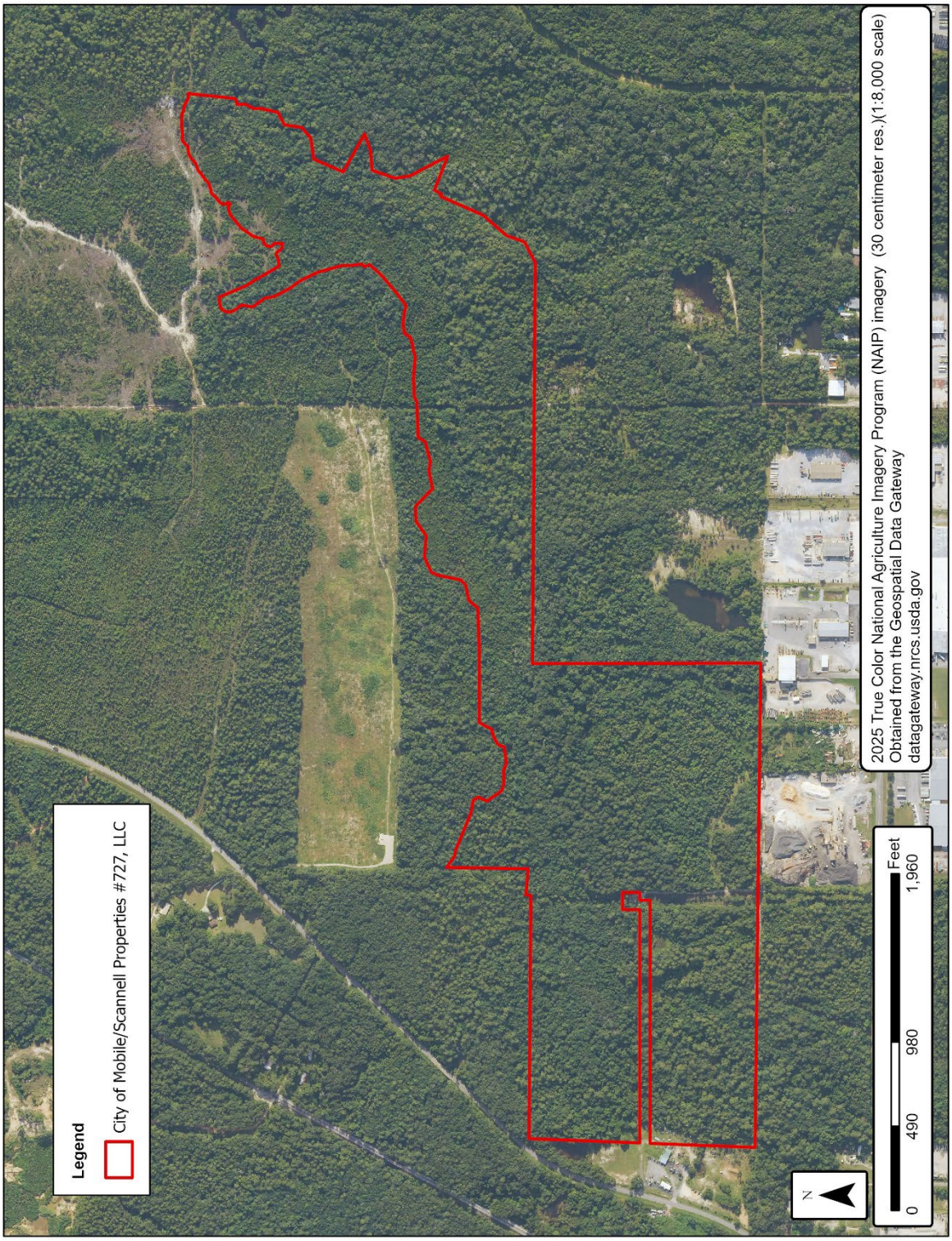


Figure 23. 2025 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

Soils Map

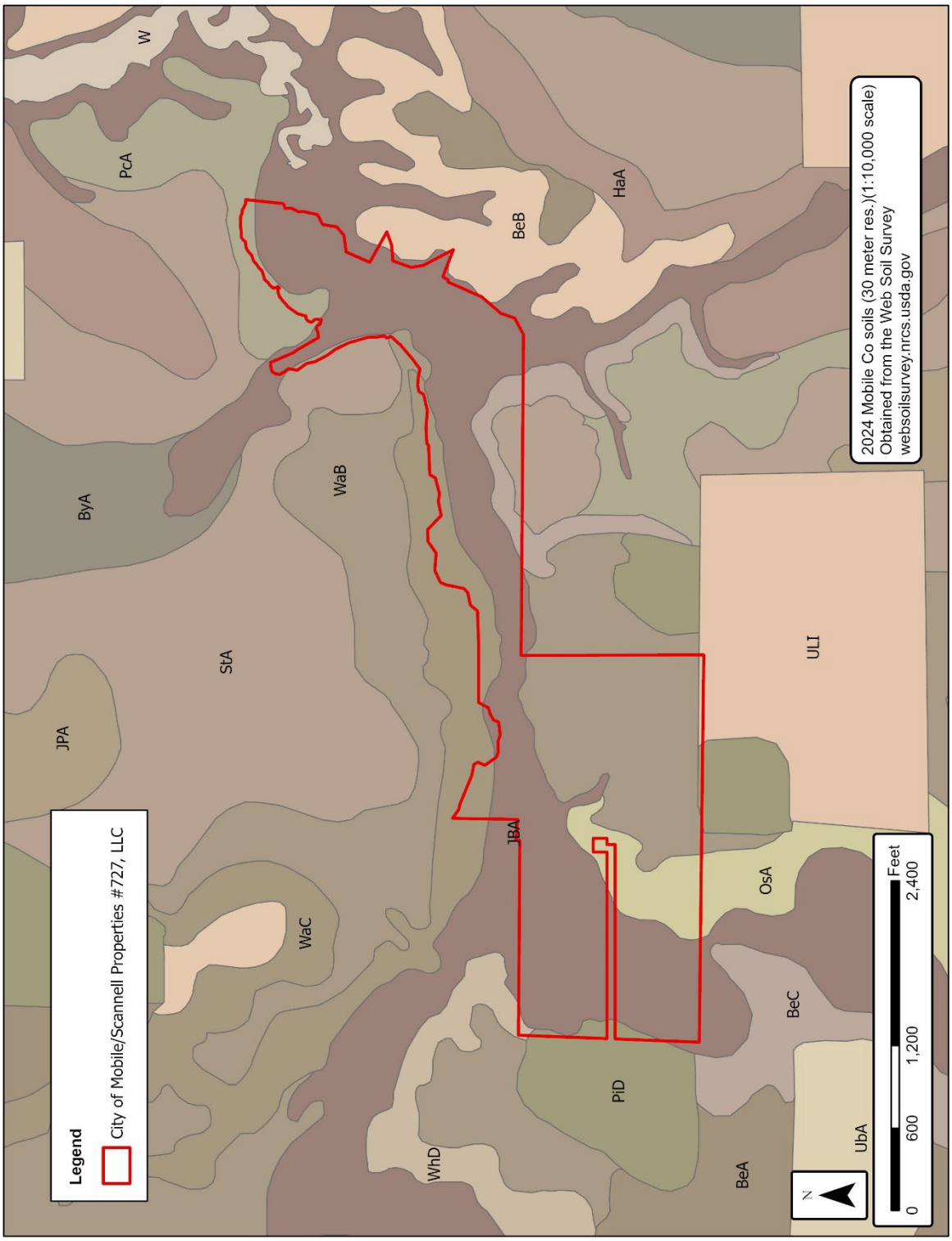


Figure 24. 2024 Mobile County soil types on the City of Mobile - Scannell Properties #727, LLC property (1:10,000 scale).

The City of Mobile Scannell Properties #727, LLC property is composed of the following prime Alabama agricultural soils as identified by United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS):

(BeB) Benndale fine sandy loam, 2 to 5 percent slopes, *All areas are prime farmland.*

Conservation Easement Map

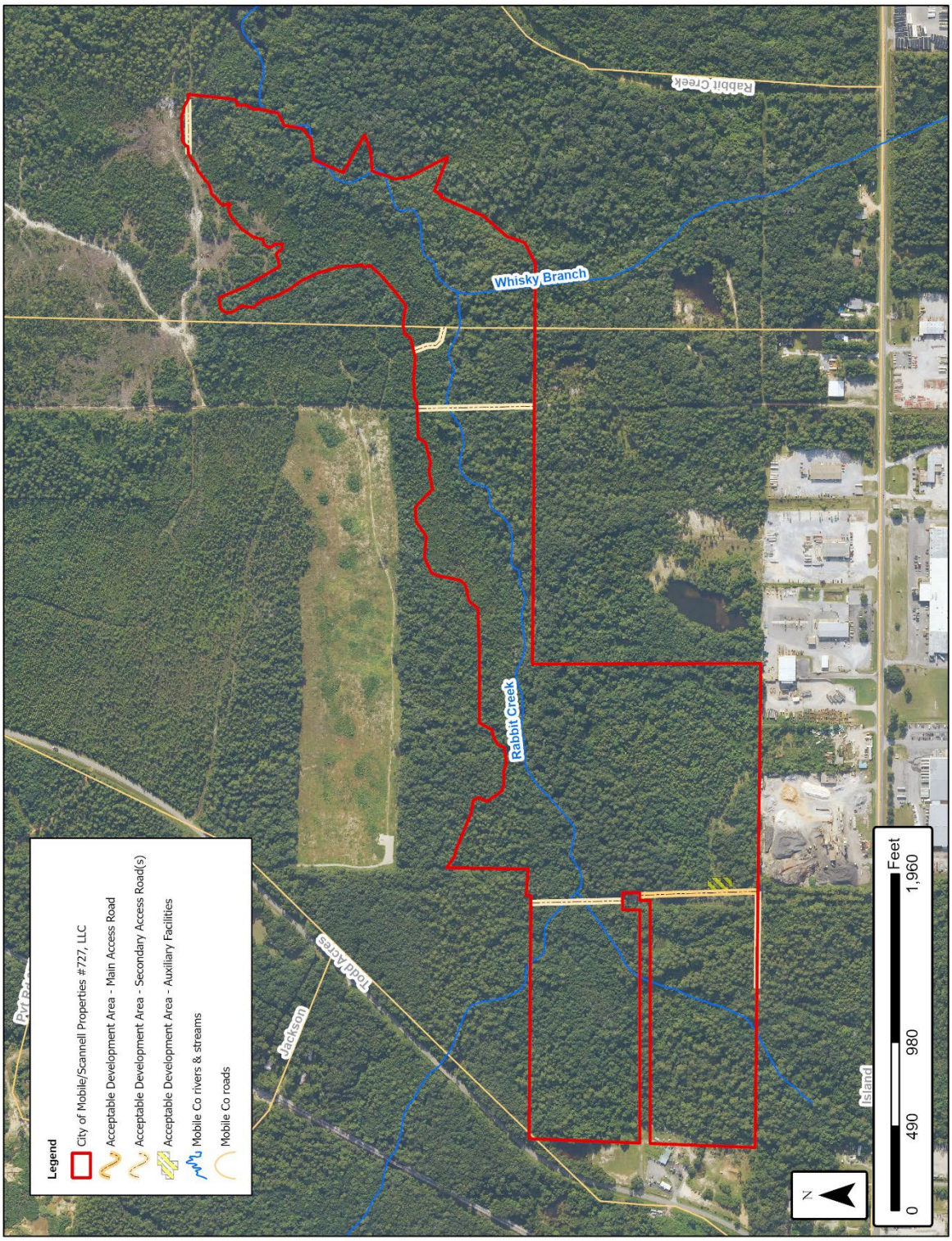


Figure 25. Conservation easement map depicting spatial location of the Acceptable Development Area – Main Access Road (in mango), the Acceptable Development Area – Secondary Access Road (in Sahara sand), and the Acceptable Development Area – Auxiliary Facilities (in crosshatched yellow) (1:8,000 scale).

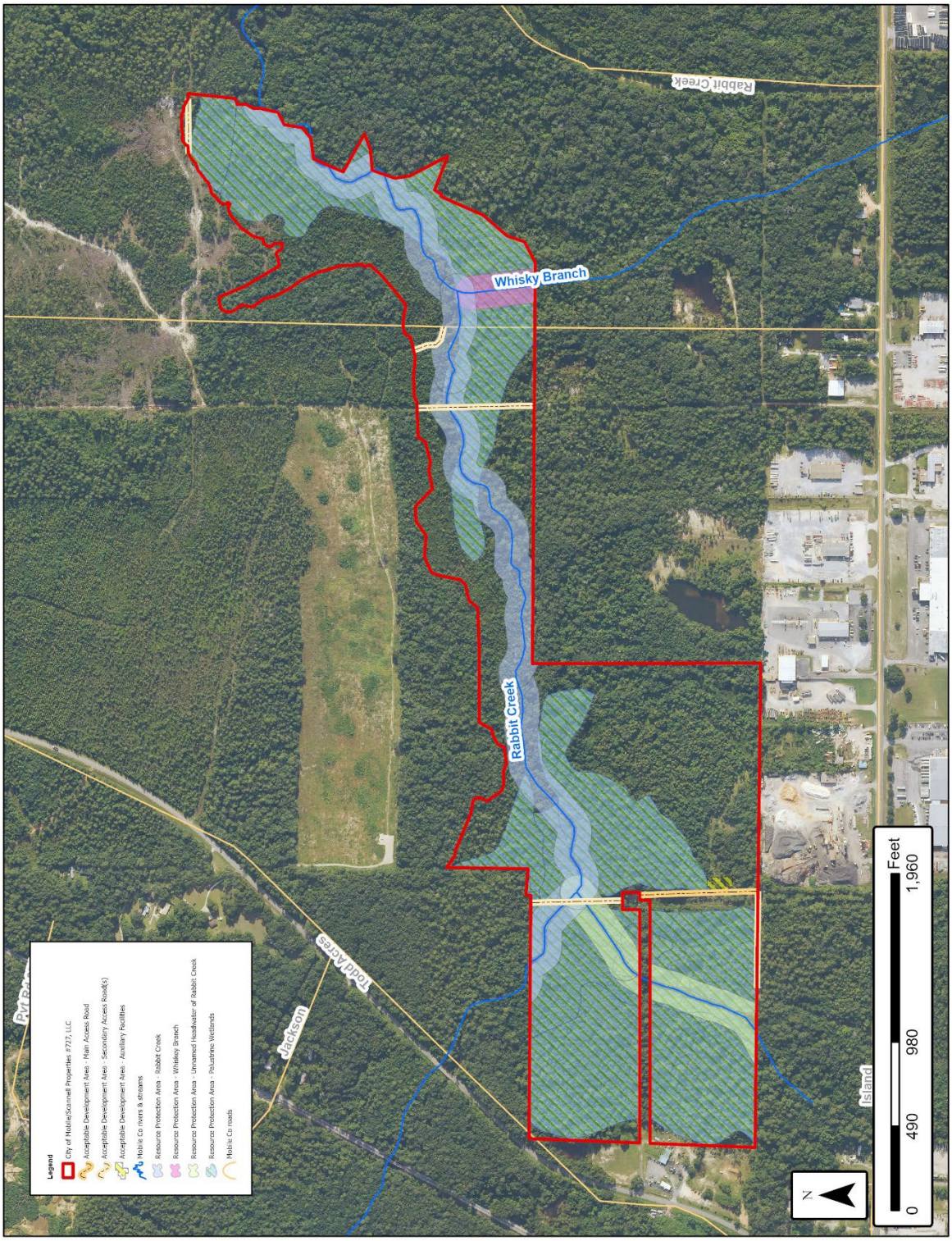


Figure 26. Conservation easement map depicting spatial location of the Mobile County rivers & streams (in blue), the Resource Protection Area – Rabbit Creek (in Sugalite sky), the Resource Protection Area – Whiskey Branch (in Fuchsia pink), the Resource Protection Area – Unnamed Headwater of Rabbit Creek (in Olivine yellow), and the Resource Protection Area – Palustrine Wetlands (in crosshatched blue/green) (1:8,000 scale).

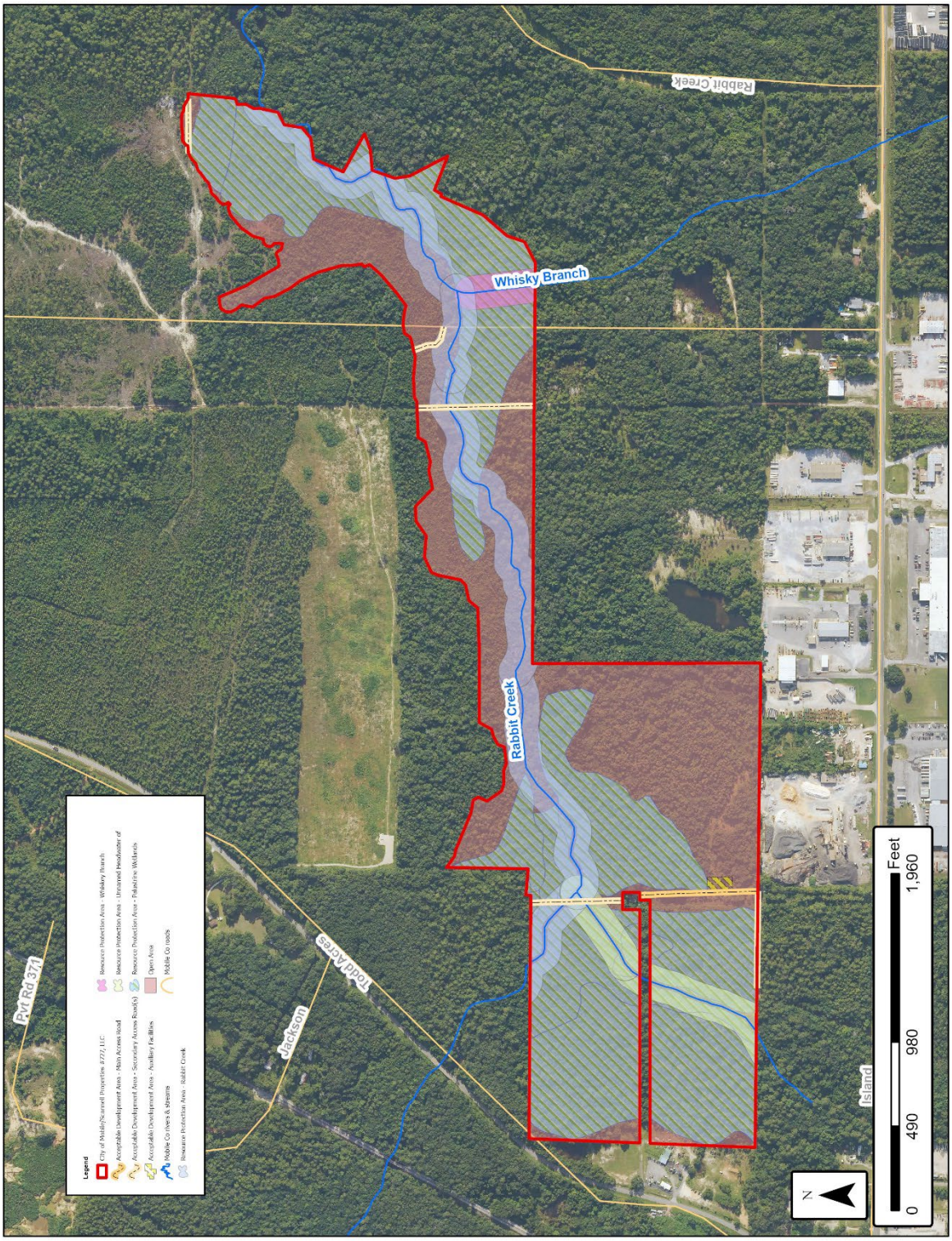


Figure 27. Conservation easement map depicting spatial location of the Open Area (in coral) (1:8,000 scale).

Point Locations Map

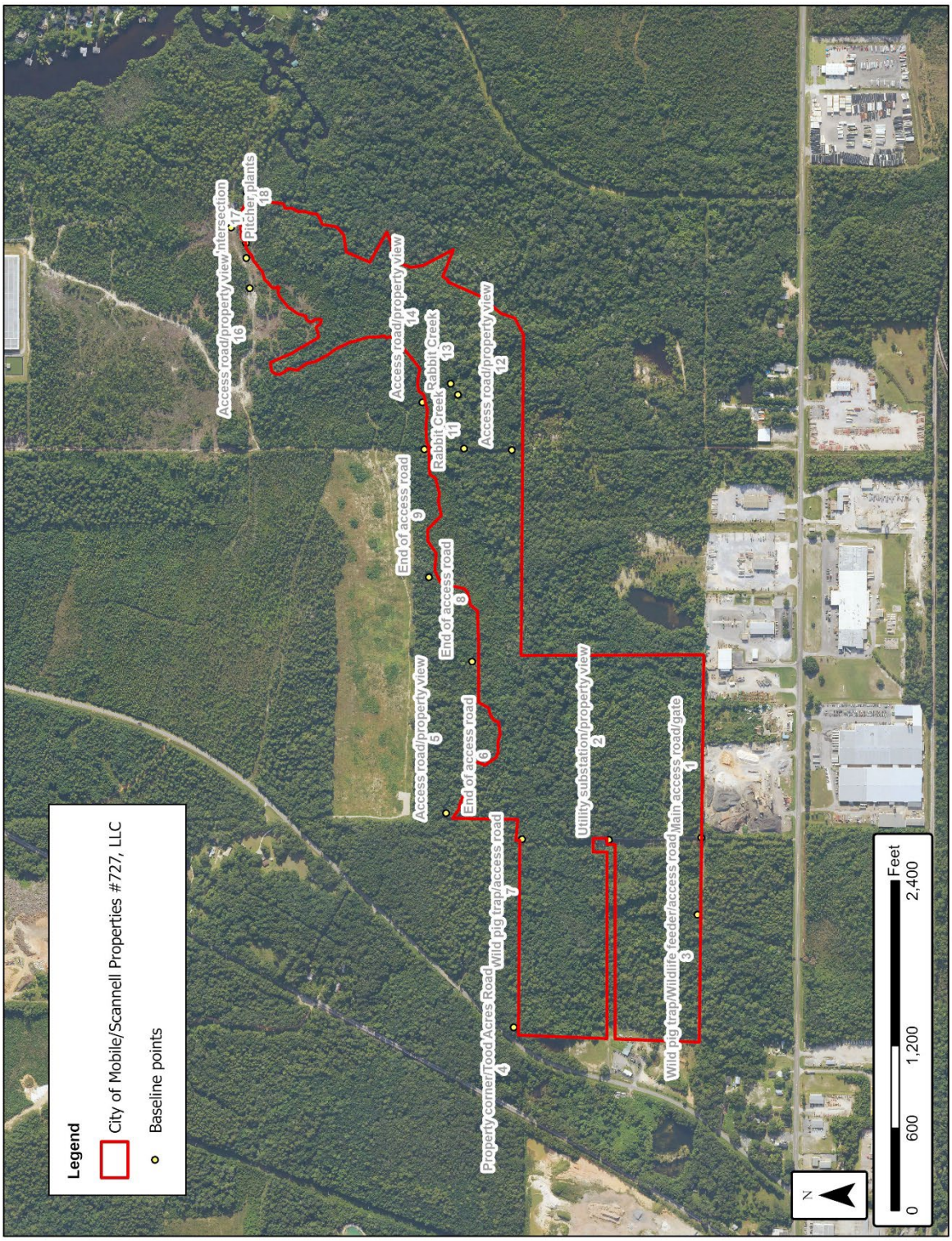


Figure 28. Point locations map depicting spatial locations (in yellow) that correspond to baseline photographs (1:10,000 scale).

Photographic Documentation



Figure 29. Property entrance/main access gate (010º orientation) (Waypoint 01).



Figure 30. ADA - Main Access Road (000º orientation) (Waypoint 01).



Figure 31. ADA - Main Access Road (180º orientation) (Waypoint 01).



Figure 32. Property view/ADA – Main Access Road (280º orientation) (Waypoint 01).



Figure 33. ADA - Main Access Road (170º orientation) (Waypoint 02).



Figure 34. Property view (090º orientation) (Waypoint 02).



Figure 35. Utility substation (005º orientation) (Waypoint 02).



Figure 36. Critical habitat/palustrine wetland area (135º orientation) (Waypoint 02).



Figure 37. Critical habitat/palustrine wetland area (350º orientation) (Waypoint 02).



Figure 38. Property view/ADA – Secondary Access Road (110º orientation) (Waypoint 03).



Figure 39. Property view (015º orientation) (Waypoint 03).



Figure 40. Property view (280º orientation) (Waypoint 03).



Figure 41. Wild pig (*Sus scrofa*) trap/wildlife feeder (180º orientation) (Waypoint 03).


Figure 42. Property corner/Todd Acres Road (070º orientation) (Waypoint 04).



Figure 43. Property corner/Todd Acres Road (145º orientation) (Waypoint 04).



Figure 44. Property corner (080º orientation) (Waypoint 04).



Figure 45. Adjacent secondary access road (170º orientation) (Waypoint 05).



Figure 46. Adjacent secondary access road (330º orientation) (Waypoint 05).



Figure 47. Property view (215º orientation) (Waypoint 05).



Figure 48. ADA - Secondary Access Road (345º orientation) (Waypoint 06).



Figure 49. ADA - Secondary Access Road/end of access road (170º orientation) (Waypoint 06).



Figure 50. Property view (260º orientation) (Waypoint 06).



Figure 51. ADA - Secondary Access Road (355º orientation) (Waypoint 07).



Figure 52. Property view (090º orientation) (Waypoint 07).



Figure 53. Property view (290º orientation) (Waypoint 07).



Figure 54. Wild pig (*S. scrofa*) trap (205º orientation) (Waypoint 07).



Figure 55. Adjacent secondary access road (350º orientation) (Waypoint 08).



Figure 56. End of adjacent secondary access road (160º orientation) (Waypoint 08).



Figure 57. Property view (065º orientation) (Waypoint 08).



Figure 58. Adjacent secondary access road (350º orientation) (Waypoint 09).



Figure 59. End of adjacent secondary access road (170º orientation) (Waypoint 09).



Figure 60. Property view (160º orientation) (Waypoint 09).



Figure 61. ADA – Secondary Access Road (190º orientation) (Waypoint 10).



Figure 62. ADA – Secondary Access Road (350º orientation) (Waypoint 10).



Figure 63. Game camera (125º orientation) (Waypoint 10).



Figure 64. Springhead (225º orientation) (Waypoint 10).



Figure 65. ADA – Secondary Access Road (000º orientation) (Waypoint 11).



Figure 66. ADA – Secondary Access Road (175º orientation) (Waypoint 11).



Figure 67. Rabbit Creek (080º orientation) (Waypoint 11).



Figure 68. Rabbit Creek (260º orientation) (Waypoint 11).



Figure 69. ADA – Secondary Access Road (190º orientation) (Waypoint 12).



Figure 70. ADA – Secondary Access Road (350º orientation) (Waypoint 12).



Figure 71. Property view (080º orientation) (Waypoint 12).



Figure 72. Property view (085º orientation) (Waypoint 13).



Figure 73. Property view (320º orientation) (Waypoint 13).



Figure 74. Rabbit Creek (075º orientation) (Waypoint 13).



Figure 75. Rabbit Creek (260º orientation) (Waypoint 13).



Figure 76. Adjacent secondary access road (160º orientation) (Waypoint 14).



Figure 77. Adjacent secondary access road (350º orientation) (Waypoint 14).



Figure 78. Property view (260º orientation) (Waypoint 14).



Figure 79. ADA – Secondary Access Road (310º orientation) (Waypoint 15).



Figure 80. End of ADA – Secondary Access Road/wild pig (*S.* scrofa) trap (150º orientation) (Waypoint 15).



Figure 81. Adjacent secondary access road (090º orientation) (Waypoint 16).



Figure 82. Adjacent secondary access road (260º orientation) (Waypoint 16).



Figure 83. Property view (040º orientation) (Waypoint 16).



Figure 84. Intersection (080º orientation) (Waypoint 17).



Figure 85. Intersection (100º orientation) (Waypoint 17).



Figure 86. Intersection (260º orientation) (Waypoint 17).



Figure 87. Wallow (140º orientation) (Waypoint 17).



Figure 88. Pitcher plants (*Sarracenia spp.*) (040º orientation) (Waypoint 18).



Figure 89. Pitcher plants (*Sarracenia spp.*) (050º orientation) (Waypoint 18).



Figure 90. Pitcher plants (*Sarracenia spp.*) (320º orientation) (Waypoint 18).



Figure 91. Yellow butterwort (*Pinguicula spp.*) (340º orientation) (Waypoint 18).



Figure 92. Adjacent secondary access road (105º orientation) (Waypoint 19).



Figure 93. Adjacent secondary access road (260º orientation) (Waypoint 19).



Figure 94. Property view (010º orientation) (Waypoint 19).



Figure 95. Intersection (010º orientation) (Waypoint 20).



Figure 96. Intersection (060º orientation) (Waypoint 20).



Figure 97. Intersection (240º orientation) (Waypoint 20).

Unmanned Aerial Vehicle (UAV) Photographic Documentation



Figure 98. Aerial view to the Northeast at 300 ft. above ground level ("AGL") (Waypoint 10).



Figure 99. Aerial view to the East at 300 ft. AGL (Waypoint 10).



Figure 100. Aerial view to the Southeast at 300 ft. AGL (Waypoint 10).



Figure 101. Aerial view to the South at 300 ft. AGL (Waypoint 10).



Figure 102. Aerial view to the Southwest at 300 ft. AGL (Waypoint 10).



Figure 103. Aerial view to the West at 300 ft. AGL (Waypoint 10).



Figure 104. Aerial view of Rabbit Creek to the East at 300 ft. AGL (Waypoint 10).



Figure 105. Aerial view of Rabbit Creek to the West at 300 ft. AGL (Waypoint 10).



Figure 106. Flyover to the East at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=R9yVCzNrUzw



Figure 107. Flyover to the West at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=kLcuifoyboM



Figure 108. 360º aerial view at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=wN0MY-TCtaQ

Map Certificate

Maps included in this baseline documentation report were compiled to meet United States National Map Accuracy Standards (NMAS). This map is not the result of a field survey and may not be used as such. These maps were compiled from information procured from Virtual Alabama, Alabama GIS, the Geospatial Data Gateway, and the National Map Seamless Server. Users of these maps are hereby notified that the aforementioned primary information source should be consulted for verification of the information contained in these maps.

The boundaries depicted in this Baseline Document Report (Acceptable Development Areas, Resource Protection Areas, Open Area, City of Mobile - Scannell Properties #727, LLC property) are approximate. It is the responsibility of the map user to verify boundaries with the appropriate persons.

The maps in this baseline documentation report are the property of City of Mobile - Scannell Properties #727, LLC property and the Pelican Coast Conservancy, Inc. The use of these maps is granted only on the condition that the map will not be sold, copied or printed for resale without the express written permission of the Pelican Coast Conservancy, Inc. All maps, shapefiles, photographic points and correlated data reside on the GIS computer at the Pelican Coast Conservancy, Inc. office at 403 Conti Street, Mobile, Alabama under the path of D:\PCC Properties\State of Alabama\City of Mobile - Scannell Properties #727, LLC property.

Photography Disclaimer

The photographs in this document are depicted with reduced resolution and size to be appropriate for dissemination in paper form. The original, unedited photographs reside on the GIS computer at the Pelican Coast Conservancy, Inc. office at 403 Conti Street, Mobile, Alabama under the path of D:\PCC Properties\State of Alabama\City of Mobile - Scannell Properties #727, LLC property\Photographs\Baseline Documentation Photographs\Original Photographs.

Credentials

Robert D. Keller, Ph.D is the Chief Executive Officer of the Pelican Coast Conservancy, Inc. and the Pelican Coast Conservancy, Inc. He received a Bachelor of Science degree with honors in Biology (*cum laude*) from The University of Tampa, and received his doctorate from Wake Forest University. His dissertation project concentrated on the effects of an exotic species (the European wild boar, *Sus scrofa*) on the oak/hickory forests of the Great Smoky Mountains National Park.

Dr. Keller has:

1) attended the following Environmental Research Systems Institute (ESRI) instructor-led classes: Introduction to GIS (ArcView 3.2), Advanced GIS (ArcView 3.2), Introduction to GIS I (ArcGIS 9.1), Introduction to GIS II

(ArcGIS 9.1), Advanced Analysis (ArcGIS 9.1), Cartography with ArcGIS (ArcGIS 9.1), Creating and Editing Parcels in ArcGIS (ArcGIS 9.2))

2) attended the following Duke University graduate program class (GIS-Based Analysis for Conservation Management)
3) created a geographic information systems (GIS) research laboratory, the Environmental Research and Mapping Facility (ERMF) while on faculty at the University of Tennessee – Chattanooga
4) led the Mountain Conservation Trust of Georgia to become the first land trust in the State of Georgia to receive the prestigious Seal of Accreditation from the Land Trust Alliance Accreditation Commission.

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims for Paul E. Soulier

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Soulier

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 Paul E. Soulier, 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: January 20, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. APC- City TL Easement- FINAL VERSION 12-8-25
2. APC- City TL Easement- FINAL VERSION 12-8-25
3. RESOLUTION AL POWER TL Crich-Hosp DS

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (**"**Agreement") is made and entered into by and between CITY OF MOBILE, ALABAMA, a municipal corporation (**"**City**"**), acting by and through its MAYOR and CITY COUNCIL, and ALABAMA POWER COMPANY, an Alabama corporation and public utility, and its successors and assigns (**"**Grantee**"**), and shall be effective as of the date this Agreement is last signed by all parties hereto ("Effective Date"). City and Grantee are sometimes referred to individually as a **"**Party**"** and collectively as the **"**Parties**."**

1. RECITALS

A. The City is the owner in fee of certain real property (tracts) in Mobile County, Alabama, which are identified and depicted in **Exhibit A** (collectively, the **"**Property**"**) and in **Exhibit B** ("Project Overlay"), which are both adopted and incorporated herein by reference;

B. Grantee desires to acquire from the City the right to construct, operate, and maintain electric transmission and distribution Facilities upon, over, under, and across the Property, subject to the terms and conditions set forth herein; and

C. Certain tracts of the Property are encumbered by greenway/trail covenants.

NOW, **THEREFORE**, in consideration of the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) and other good and valuable consideration paid to City in hand by Grantee, the receipt and sufficiency of which are acknowledged, the Parties represent, warrant, understand, and agree as follows:

2. DEFINITIONS

(a) "Danger Tree" means any tree located on the Property, within a public road right-of-way, or on any adjoining parcel outside of the depicted Easement Area, which, in falling, would come within five (5) feet of any conductor, pole, or other facility of the Grantee located on the Property or on any other real property.

(b) "Easement Area(s)" means the strip(s) of land, varying width, on the Property described in Exhibit A.

(c) "Facilities" means Grantee's electric transmission and distribution lines and advanced communications capabilities, and all towers, poles, structures, crossarms, conduits, conductors, cables, wires, insulators, anchors, guy wires, counterpoise conductors, grounding devices, pads, vaults, cabinets, markers, and all other appliances, equipment, and fixtures necessary or convenient in connection therewith.

(d) "Good Utility Practice" means the practices, methods, and acts generally accepted in the electric utility industry and consistent with the National Electrical Safety Code (NESC) and applicable Law.

(e) "Law" means applicable constitutions, statutes, ordinances, codes, rules, regulations, orders, and permit requirements of any governmental authority having jurisdiction, including the City.

3. GRANT OF EASEMENT

The City hereby grants to Grantee the right to construct, install, operate, inspect, maintain, repair, replace, upgrade, and remove the Facilities upon, over, under, and across the Easement Area(s).

The City further grants to the Grantee all the rights or privileges necessary or convenient for the full enjoyment or use of the Easement Area(s), for the purposes above described, including, without limitation, the following: (A) the right of ingress and egress to and from the Easement Areas across the Property, together with the right to use and make necessary or convenient improvements to existing public and City service roads on the Property; (B) the right to cut, remove, and otherwise keep clear by any means, including herbicides, all trees, undergrowth, structures, materials, and all other obstructions, whether natural or man-made, under, on, or above the Easement Areas, (C) the right to cut Danger Trees, (D) the right to install, maintain, and use anchors and guy wires on the Property adjacent to the Easement Areas; and (E) the right to install grounding devices on City fences or other structures now or hereafter located on the Property adjacent to the Easement Areas; all subject to the terms and conditions herein.

4. CITY RESERVATIONS; NO FRANCHISE

The City reserves the right of access to and use of the Easement Areas and the Property for any municipal purpose not inconsistent with the rights which Grantee may from time-to-time exercise hereunder.

Nothing herein grants any franchise or right to use public rights-of-way; any such rights must be obtained separately in compliance with Law.

5. THREE MILE CREEK GREENWAY TRAIL COVENANTS

(a) The Parties acknowledge that certain tracts identified in Exhibit A (the "Greenway Trail Tracts") are part of the Three Mile Creek Greenway Trail and are encumbered by a Covenant of Purpose, Use by and between the City and the Office of Gulf Coast Restoration, Department of the Treasury, United States of America and Grantee's rights are limited to compatible use and are subordinate to such purposes. (hereinafter, the "Greenway Trail Covenants").

(b) The Parties agree that the rights acquired by Grantee through this Agreement benefit the Greenway Trail Tracts and the Facilities to be located on the Greenway Trail Tracts are a compatible use and consistent with the goals and authorized uses of the RESTORE Act and the Greenway Trail Covenants, and they are not considered an encumbrance on the Greenway Trail Tracts in violation of the Greenway Trail Covenants.

(c) The City **RELEASES, WAIVES, and FOREVER DISCHARGES** Grantee from any claim, charge, liability, damage, demand, and/or action relating in any way to the Greenway Trail Covenants, or any violation thereof, on the Greenway Trail Tracts, including but not limited to the conveyance of rights to Grantee through this Agreement and/or Grantee's construction, operation, and maintenance of the Facilities on the Greenway Trail Tracts.

6. ADDITIONAL USE

City grants to the said Grantee, its successors and assigns, the right and authority to enter upon and to use the lands hereinafter described for the installation of broadband systems within said Easement, pursuant to Code of Alabama (1975), § 37-16-7(g).

7. VEGETATION MANAGEMENT; HERBICIDES; DANGER TREES

(a) Within the Easement Areas only, Grantee may cut, trim, and remove trees, brush, and vegetation only as reasonably necessary to achieve required clearances under NESC and Good Utility Practice.

(b) Cleanup**.** All debris shall be removed and stumps ground flush unless the City approves otherwise in writing.

(c) Herbicides**.** Use of herbicides is prohibited within fifty (50) feet of trails or waterways unless approved by the City's Urban Forester. Any use of herbicides require five (5) business days prior notice to the City, application by licensed personnel, and compliance with label, buffer, and waterway protections required by Law and City policy.

(d) Parcel-Specific. On parcels where Grantee acquires Danger Tree rights only, advance notice to the City is required before removal of any tree; no herbicides may be used without the City's written approval; all debris shall be removed and stumps ground flush. No poles, structures, or conductors are permitted on these tracts.

8. STANDARDS AND COMPLIANCE

(a) The said facilities shall be constructed, operated and maintained in accordance with adopted procedure of a well-regulated business and undertakings of same or similar kind, and in such manner as not to cause facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electric Safety Code, or any other specifications prescribed by laws of the United States or the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property.

(b) The Power Company shall construct, operate and maintain said electric power facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, the Power Company will immediately take necessary steps to prevent same.

(c) On parcels where the Grantee acquires danger tree rights only, the Grantee shall provide advance written notice to the City prior to the removal of any tree. Following removal, all debris shall be cleared, and stumps shall be ground flush with the surrounding grade.

9. RELOCATION

If the City determines that the Facilities unreasonably interfere with the City's use, operations, or a public project, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee, and thereafter Exhibit A shall be amended accordingly. The Parties shall coordinate in good faith to minimize service disruption.

10. PROTECTION OF PROPERTY; RESTORATION

With respect to any City roads, sidewalks, utilities, drainage systems, fencing, or improvements damaged by Grantee exercising its rights hereunder, Grantee shall restore said property to its like condition immediately prior to such damage. Upon completing any construction or maintenance, Grantee shall remove debris and equipment and restore disturbed areas to equal or better condition (including regrading, compaction, and re-vegetation).

Grantee shall design, construct, operate, and maintain the Facilities so as to prevent any erosion or washing away of the Property. If at any time the Facilities are the cause of any erosion or washing on the Property, the Grantee shall immediately take reasonable actions necessary to prevent the same.

11. HAZARDS; EMERGENCIES; ENVIRONMENT

Grantee shall notify the City within twenty-four (24) hours upon discovery of any hazardous or unsafe condition related to the Facilities or the Easement Areas and shall promptly address such condition in coordination with the City and applicable emergency responders. Grantee shall handle, store, and dispose of fuels, oils, and hazardous materials in compliance with Law and shall be solely responsible, at its expense, for any investigation, reporting, response, remediation, and restoration required by Law due to the release or threatened release of hazardous substances arising from Grantee's activities.

12. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless City and its officials, officers, employees, and agents from any loss, damage, claims, demands, judgments, and expenses (including reasonable attorney's fees)incurred as a result of personal injury to or property damage of third parties to the extent caused by Grantee's negligent acts or omissions or willful misconduct in exercising the above-described rights hereunder on the Property.

Nothing herein waives the Grantor's constitutional, statutory, or common-law immunities**.**

13. INSURANCE

(a) Grantee shall maintain, at its expense, throughout construction and operations:

(i) **Commercial General Liability or Equivalent Coverage**: not less than $2,000,000 per occurrence and $4,000,000 aggregate, including products/completed operations and contractual liability, naming the City as additional insured as their interests may appear (CG 20 10 and CG 20 37 or equivalent) on a primary and non-contributory basis;

(ii) **Automobile Liability**: $1,000,000 CSL;

(iii) **Workers' Compensation/Employer's Liability**: statutory/$1,000,000;

(iv) **Umbrella/Excess Liability**: limits to achieve at least $5,000,000 total per occurrence.

(b) Policies shall include a waiver of subrogation in favor of the City where permitted by Law.

(c) Grantee shall furnish certificates and endorsements satisfactory to the City upon execution of this agreement and upon renewal.

(d) Grantee shall require its contractors to carry insurance reasonably commensurate with the scope of work and to name the City and Grantee as additional insureds for CGL on a primary and non-contributory basis.

(e) Grantee may meet its insurance obligations hereunder by any combination of self-insurance, primary or umbrella/excess coverage. However, Grantee agrees that such acceptance does not diminish their responsibilities to the City as required under this agreement that would otherwise be covered by insurance if they were not self-insured.

14. NO LIENS; TAXES

Grantee shall keep the Easement Areas and the Property free of mechanics' and materialmen's liens arising from Grantee's work and shall promptly bond off or discharge any asserted lien. Grantee is responsible for all taxes and assessments on its Facilities.

15. ABANDONMENT; TERMINATION

Should Grantee's Facilities cease to be used for a period of five (5) years and Grantee provides written notice to Grantor of its intent to abandon the Easement Area, this grant and consent shall be held null and void and all rights, title, and interest granted thereby shall revert to and become the property of Grantor, or its successor or assigns. In the event of the termination of this Agreement for any reason permitted hereunder, or abandonment of the Facilities, the Grantee in its sole discretion, shall remove the above-ground Facilities within 120 days of written notice and fully restore the surface in accordance with Section 10.

16. DEFAULT; REMEDIES

In event of a Party's material breach of this Agreement, if a Party fails to make commercial-reasonable efforts to cure the same within thirty (30) days after delivery of written notice, the breaching Party shall be in default under this Agreement. In addition to any remedies available at Law or in equity, the non-breaching Party may seek injunctive relief and specific performance. No consequential or punitive damages may be recovered from the City absent statutory authorization.

17. NOTICES

All notices shall be in writing and effective upon receipt. Email may be used for courtesy copies only.

To the City:

City of Mobile
Attn: City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

To Grantee:

Alabama Power Company
Supervisor, Right of Way Services
600 18th St N
Birmingham, AL 35203

AND

Alabama Power Company
Land Supervisor, Acquisition
600 18th St N
Birmingham, AL 35203

Either Party may update its notice information by written notice to the other.

18. GOVERNMENTAL RIGHTS; LAW; VENUE; PUBLIC RECORDS

Nothing herein waives the City's police powers or sovereign/governmental immunities. This Agreement is governed by the laws of the State of Alabama. Exclusive venue lies in the state courts sitting in Mobile County, Alabama. The Parties do not agree to arbitration. Records in the City's possession may be subject to the Alabama Open Records Act; nothing herein obligates the City to withhold any non-exempt record.

19. MISCELLANEOUS

(a) **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries.

(b) **Severability.** If any provision is held invalid, the remainder shall not be affected.

(c) **No Waiver.** A waiver must be in writing; no delay operates as a waiver.

(d) **Entire Agreement; Amendments.** This Agreement (with Exhibits) is the entire agreement and may be amended only by a written instrument executed by both Parties.

(e) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

(f) **Authority; Approvals.** Each signatory represents authority to bind its Party.

(g) **Recordation.** Grantee shall promptly record this Agreement in the real property records of Mobile County, Alabama, and return the recorded original to the City at the notice address above.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last executed below.

GRANTEE:
ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)

COUNTY OF_____)

I _____, a Notary Public in and for said County in said State, hereby certify that_____, as _____ of Alabama Power 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 the instrument, executed the same voluntarily.

Given under my hand this the _____ day of _____, 2025.

_____
Notary Public
My Commission Expires: _____

GRANTOR:
CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
Name: Spiro N. Cheriogotis, Mayor

Date: _____

Attest: _____
City Clerk

EXHIBIT A – LEGAL DESCRIPTIONS and DEPICTIONS (BY TRACT)

and DANGER TREE DEPICTIONS

Easement Description
Alabama Power Co. Drawing # B-500115
Tax Parcel # 2907230001001.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #50

The Easement herein granted by Grantor consists of a strip of land, varying in width, lying within a portion the Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 488.43 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said sMobile Street and also Magnolia Street), which begins at such point of beginning and continues along said centerline of survey South 02°35'38" East, a distance of 68.40 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing of South 01°48'46" East, a distance of 78.60 feet, more or less, to a point (the south boundary of Grantor's property and the north right-of-way of Magnolia Street (undeveloped) lies 15 feet left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 580 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500116
Tax Parcel # 2907230001030.01
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #53

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 127.60 feet to a point (the northwest boundary corner of Grantor's property and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Magnolia Street (undeveloped) lies 2 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street and Magnolia Street right-of-way); thence continue along said centerline of survey South 01°48'46" East, a distance of 15.00 feet to a point on the east right-of-way of said Mobile Street; therefrom, said strip is varying in width and lies from 15 feet left (East) of, and up to existing said Mobile Street right of way right (West) of said centerline of survey; thence continue along said centerline of survey South 01°48'46" East, a distance of 63.82 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing South 02°28'50" West, a distance of 71.18 feet, more or less, to a point on Grantor's south boundary (the southwest boundary corner of Grantor's property and the east right-of-way of said Mobile Street lies 8 feet right (West) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 2,960 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500117
Tax Parcel # 2907230001040.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #62

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 206.42 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 02°28'50" West, a distance of 270.57 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 04°21'37" West, a distance of 0.61 feet to a point (Grantor's northwest boundary corner and the east right-of-way of Mobile Street lies 7 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Fillingim Street), which begins at such point of beginning and continue along said centerline of survey South 04°21'37" West, a distance of 58.00 feet, more or less, to a point (the Grantor's south boundary and the north right-of-way of Mobile Street lies 15 left (East) from such point), such point being the **Point of Ending** of land for easement herein described.

Said easement containing 390 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500118
Tax Parcel #2907230001091.000,
Tax Parcel #2907230001090.000 &
Tax Parcel #2907230001089.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcels #76, #77 & #78

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 7.49 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 104.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street, marked by a 6 inch by 6 inch concrete monument, lies 4 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 810 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500119
Tax Parcel #2907230001108.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #87

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 327.49 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Mill Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Mill Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 100.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street lies 7 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 830 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500120
Tax Parcel #2907230002119.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #184

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run South 72°53'38" East, a distance of 1186.19 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 06°52'35" West, a distance of 443.25 feet to a point marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing of South 80°36'40" East, a distance of 13.32 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street lies 15 feet right (South) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet right (South) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street right-of-way); thence continue along said centerline of survey South 80°36'40" East, a distance of 8.00 feet to a point on the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street; therefrom, said strip is varying in width and lies from 15 feet right (South) of, and up to existing Mobile Street right of way left (North) of said centerline of survey (Less and Except any portion of said strip which lies East of the east boundary of Grantor's property); thence continue along said centerline of survey South 80°36'40" East, a distance of 3.00 feet, more or less, to a point (the Grantor's east boundary corner and the south right-of-way of Betbeze Street lies 15 right (South) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 110 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500121
Tax Parcel #2907250003051.01 &
Tax Parcel #2907250003051.001
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #289 & #296

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of North 35°53'55" West, a distance of 437.49 feet to a point; thence turn a deflection angle to the right of 180°00'00" (Grantor's northwest boundary and the centerline of Three Mile Creek lies 50 feet right (Southwest) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the margin of said Three Mile Creek or which lies Southeast of the southeast boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 35°53'55" East, a distance of 145.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 13,800 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500122
Tax Parcel #2907250003032.000, Tax Parcel #2907250003033.000,
Tax Parcel #2907250003034.000, Tax Parcel #2907250003035.000,
Tax Parcel #2907250003036.000, Tax Parcel #2907250003037.000,
Tax Parcel #2907250003038.000, Tax Parcel #2907250003039.000,
Tax Parcel #2907250003040.000, Tax Parcel #2907250003041.000,
Tax Parcel #2907250003042.000, Tax Parcel #2907250003043.000 &
Tax Parcel #2907250003044.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #351, #370, #374, #377, #380,
#392, #396, #399, #404, #407, #409, #412 & #416

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 42°40'53" East, a distance of 67.51 feet to a point (Grantor's northwest boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of Pope Street or which lies Northwest of the northwest boundary of Grantor's property or which lies Southwest of the southwest boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 42°40'53" East, a distance of 624.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet right (Southwest) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 59,767 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

EXHIBIT B- FULL PROJECT OVERLAY



UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (**"**Agreement") is made and entered into by and between CITY OF MOBILE, ALABAMA, a municipal corporation (**"**City**"**), acting by and through its MAYOR and CITY COUNCIL, and ALABAMA POWER COMPANY, an Alabama corporation and public utility, and its successors and assigns (**"**Grantee**"**), and shall be effective as of the date this Agreement is last signed by all parties hereto ("Effective Date"). City and Grantee are sometimes referred to individually as a **"**Party**"** and collectively as the **"**Parties**."**

1. RECITALS

A. The City is the owner in fee of certain real property (tracts) in Mobile County, Alabama, which are identified and depicted in **Exhibit A** (collectively, the **"**Property**"**) and in **Exhibit B** ("Project Overlay"), which are both adopted and incorporated herein by reference;

B. Grantee desires to acquire from the City the right to construct, operate, and maintain electric transmission and distribution Facilities upon, over, under, and across the Property, subject to the terms and conditions set forth herein; and

C. Certain tracts of the Property are encumbered by greenway/trail covenants.

NOW, **THEREFORE**, in consideration of the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) and other good and valuable consideration paid to City in hand by Grantee, the receipt and sufficiency of which are acknowledged, the Parties represent, warrant, understand, and agree as follows:

2. DEFINITIONS

(a) "Danger Tree" means any tree located on the Property, within a public road right-of-way, or on any adjoining parcel outside of the depicted Easement Area, which, in falling, would come within five (5) feet of any conductor, pole, or other facility of the Grantee located on the Property or on any other real property.

(b) "Easement Area(s)" means the strip(s) of land, varying width, on the Property described in Exhibit A.

(c) "Facilities" means Grantee's electric transmission and distribution lines and advanced communications capabilities, and all towers, poles, structures, crossarms, conduits, conductors, cables, wires, insulators, anchors, guy wires, counterpoise conductors, grounding devices, pads, vaults, cabinets, markers, and all other appliances, equipment, and fixtures necessary or convenient in connection therewith.

(d) "Good Utility Practice" means the practices, methods, and acts generally accepted in the electric utility industry and consistent with the National Electrical Safety Code (NESC) and applicable Law.

(e) "Law" means applicable constitutions, statutes, ordinances, codes, rules, regulations, orders, and permit requirements of any governmental authority having jurisdiction, including the City.

3. GRANT OF EASEMENT

The City hereby grants to Grantee the right to construct, install, operate, inspect, maintain, repair, replace, upgrade, and remove the Facilities upon, over, under, and across the Easement Area(s).

The City further grants to the Grantee all the rights or privileges necessary or convenient for the full enjoyment or use of the Easement Area(s), for the purposes above described, including, without limitation, the following: (A) the right of ingress and egress to and from the Easement Areas across the Property, together with the right to use and make necessary or convenient improvements to existing public and City service roads on the Property; (B) the right to cut, remove, and otherwise keep clear by any means, including herbicides, all trees, undergrowth, structures, materials, and all other obstructions, whether natural or man-made, under, on, or above the Easement Areas, (C) the right to cut Danger Trees, (D) the right to install, maintain, and use anchors and guy wires on the Property adjacent to the Easement Areas; and (E) the right to install grounding devices on City fences or other structures now or hereafter located on the Property adjacent to the Easement Areas; all subject to the terms and conditions herein.

4. CITY RESERVATIONS; NO FRANCHISE

The City reserves the right of access to and use of the Easement Areas and the Property for any municipal purpose not inconsistent with the rights which Grantee may from time-to-time exercise hereunder.

Nothing herein grants any franchise or right to use public rights-of-way; any such rights must be obtained separately in compliance with Law.

5. THREE MILE CREEK GREENWAY TRAIL COVENANTS

(a) The Parties acknowledge that certain tracts identified in Exhibit A (the "Greenway Trail Tracts") are part of the Three Mile Creek Greenway Trail and are encumbered by a Covenant of Purpose, Use by and between the City and the Office of Gulf Coast Restoration, Department of the Treasury, United States of America and Grantee's rights are limited to compatible use and are subordinate to such purposes. (hereinafter, the "Greenway Trail Covenants").

(b) The Parties agree that the rights acquired by Grantee through this Agreement benefit the Greenway Trail Tracts and the Facilities to be located on the Greenway Trail Tracts are a compatible use and consistent with the goals and authorized uses of the RESTORE Act and the Greenway Trail Covenants, and they are not considered an encumbrance on the Greenway Trail Tracts in violation of the Greenway Trail Covenants.

(c) The City **RELEASES, WAIVES, and FOREVER DISCHARGES** Grantee from any claim, charge, liability, damage, demand, and/or action relating in any way to the Greenway Trail Covenants, or any violation thereof, on the Greenway Trail Tracts, including but not limited to the conveyance of rights to Grantee through this Agreement and/or Grantee's construction, operation, and maintenance of the Facilities on the Greenway Trail Tracts.

6. ADDITIONAL USE

City grants to the said Grantee, its successors and assigns, the right and authority to enter upon and to use the lands hereinafter described for the installation of broadband systems within said Easement, pursuant to Code of Alabama (1975), § 37-16-7(g).

7. VEGETATION MANAGEMENT; HERBICIDES; DANGER TREES

(a) Within the Easement Areas only, Grantee may cut, trim, and remove trees, brush, and vegetation only as reasonably necessary to achieve required clearances under NESC and Good Utility Practice.

(b) Cleanup**.** All debris shall be removed and stumps ground flush unless the City approves otherwise in writing.

(c) Herbicides**.** Use of herbicides is prohibited within fifty (50) feet of trails or waterways unless approved by the City's Urban Forester. Any use of herbicides require five (5) business days prior notice to the City, application by licensed personnel, and compliance with label, buffer, and waterway protections required by Law and City policy.

(d) Parcel-Specific. On parcels where Grantee acquires Danger Tree rights only, advance notice to the City is required before removal of any tree; no herbicides may be used without the City's written approval; all debris shall be removed and stumps ground flush. No poles, structures, or conductors are permitted on these tracts.

8. STANDARDS AND COMPLIANCE

(a) The said facilities shall be constructed, operated and maintained in accordance with adopted procedure of a well-regulated business and undertakings of same or similar kind, and in such manner as not to cause facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electric Safety Code, or any other specifications prescribed by laws of the United States or the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property.

(b) The Power Company shall construct, operate and maintain said electric power facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, the Power Company will immediately take necessary steps to prevent same.

(c) On parcels where the Grantee acquires danger tree rights only, the Grantee shall provide advance written notice to the City prior to the removal of any tree. Following removal, all debris shall be cleared, and stumps shall be ground flush with the surrounding grade.

9. RELOCATION

If the City determines that the Facilities unreasonably interfere with the City's use, operations, or a public project, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee, and thereafter Exhibit A shall be amended accordingly. The Parties shall coordinate in good faith to minimize service disruption.

10. PROTECTION OF PROPERTY; RESTORATION

With respect to any City roads, sidewalks, utilities, drainage systems, fencing, or improvements damaged by Grantee exercising its rights hereunder, Grantee shall restore said property to its like condition immediately prior to such damage. Upon completing any construction or maintenance, Grantee shall remove debris and equipment and restore disturbed areas to equal or better condition (including regrading, compaction, and re-vegetation).

Grantee shall design, construct, operate, and maintain the Facilities so as to prevent any erosion or washing away of the Property. If at any time the Facilities are the cause of any erosion or washing on the Property, the Grantee shall immediately take reasonable actions necessary to prevent the same.

11. HAZARDS; EMERGENCIES; ENVIRONMENT

Grantee shall notify the City within twenty-four (24) hours upon discovery of any hazardous or unsafe condition related to the Facilities or the Easement Areas and shall promptly address such condition in coordination with the City and applicable emergency responders. Grantee shall handle, store, and dispose of fuels, oils, and hazardous materials in compliance with Law and shall be solely responsible, at its expense, for any investigation, reporting, response, remediation, and restoration required by Law due to the release or threatened release of hazardous substances arising from Grantee's activities.

12. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless City and its officials, officers, employees, and agents from any loss, damage, claims, demands, judgments, and expenses (including reasonable attorney's fees)incurred as a result of personal injury to or property damage of third parties to the extent caused by Grantee's negligent acts or omissions or willful misconduct in exercising the above-described rights hereunder on the Property.

Nothing herein waives the Grantor's constitutional, statutory, or common-law immunities**.**

13. INSURANCE

(a) Grantee shall maintain, at its expense, throughout construction and operations:

(i) **Commercial General Liability or Equivalent Coverage**: not less than $2,000,000 per occurrence and $4,000,000 aggregate, including products/completed operations and contractual liability, naming the City as additional insured as their interests may appear (CG 20 10 and CG 20 37 or equivalent) on a primary and non-contributory basis;

(ii) **Automobile Liability**: $1,000,000 CSL;

(iii) **Workers' Compensation/Employer's Liability**: statutory/$1,000,000;

(iv) **Umbrella/Excess Liability**: limits to achieve at least $5,000,000 total per occurrence.

(b) Policies shall include a waiver of subrogation in favor of the City where permitted by Law.

(c) Grantee shall furnish certificates and endorsements satisfactory to the City upon execution of this agreement and upon renewal.

(d) Grantee shall require its contractors to carry insurance reasonably commensurate with the scope of work and to name the City and Grantee as additional insureds for CGL on a primary and non-contributory basis.

(e) Grantee may meet its insurance obligations hereunder by any combination of self-insurance, primary or umbrella/excess coverage. However, Grantee agrees that such acceptance does not diminish their responsibilities to the City as required under this agreement that would otherwise be covered by insurance if they were not self-insured.

14. NO LIENS; TAXES

Grantee shall keep the Easement Areas and the Property free of mechanics' and materialmen's liens arising from Grantee's work and shall promptly bond off or discharge any asserted lien. Grantee is responsible for all taxes and assessments on its Facilities.

15. ABANDONMENT; TERMINATION

Should Grantee's Facilities cease to be used for a period of five (5) years and Grantee provides written notice to Grantor of its intent to abandon the Easement Area, this grant and consent shall be held null and void and all rights, title, and interest granted thereby shall revert to and become the property of Grantor, or its successor or assigns. In the event of the termination of this Agreement for any reason permitted hereunder, or abandonment of the Facilities, the Grantee in its sole discretion, shall remove the above-ground Facilities within 120 days of written notice and fully restore the surface in accordance with Section 10.

16. DEFAULT; REMEDIES

In event of a Party's material breach of this Agreement, if a Party fails to make commercial-reasonable efforts to cure the same within thirty (30) days after delivery of written notice, the breaching Party shall be in default under this Agreement. In addition to any remedies available at Law or in equity, the non-breaching Party may seek injunctive relief and specific performance. No consequential or punitive damages may be recovered from the City absent statutory authorization.

17. NOTICES

All notices shall be in writing and effective upon receipt. Email may be used for courtesy copies only.

To the City:

City of Mobile
Attn: City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

To Grantee:

Alabama Power Company
Supervisor, Right of Way Services
600 18th St N
Birmingham, AL 35203

AND

Alabama Power Company
Land Supervisor, Acquisition
600 18th St N
Birmingham, AL 35203

Either Party may update its notice information by written notice to the other.

18. GOVERNMENTAL RIGHTS; LAW; VENUE; PUBLIC RECORDS

Nothing herein waives the City's police powers or sovereign/governmental immunities. This Agreement is governed by the laws of the State of Alabama. Exclusive venue lies in the state courts sitting in Mobile County, Alabama. The Parties do not agree to arbitration. Records in the City's possession may be subject to the Alabama Open Records Act; nothing herein obligates the City to withhold any non-exempt record.

19. MISCELLANEOUS

(a) **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries.

(b) **Severability.** If any provision is held invalid, the remainder shall not be affected.

(c) **No Waiver.** A waiver must be in writing; no delay operates as a waiver.

(d) **Entire Agreement; Amendments.** This Agreement (with Exhibits) is the entire agreement and may be amended only by a written instrument executed by both Parties.

(e) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

(f) **Authority; Approvals.** Each signatory represents authority to bind its Party.

(g) **Recordation.** Grantee shall promptly record this Agreement in the real property records of Mobile County, Alabama, and return the recorded original to the City at the notice address above.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last executed below.

GRANTEE:
ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)

COUNTY OF_____)

I _____, a Notary Public in and for said County in said State, hereby certify that_____, as _____ of Alabama Power 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 the instrument, executed the same voluntarily.

Given under my hand this the _____ day of _____, 2025.

_____
Notary Public
My Commission Expires: _____

GRANTOR:
CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
Name: Spiro N. Cheriogotis, Mayor

Date: _____

Attest: _____
City Clerk

EXHIBIT A – LEGAL DESCRIPTIONS and DEPICTIONS (BY TRACT)

and DANGER TREE DEPICTIONS

Easement Description
Alabama Power Co. Drawing # B-500115
Tax Parcel # 2907230001001.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #50

The Easement herein granted by Grantor consists of a strip of land, varying in width, lying within a portion the Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 488.43 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said sMobile Street and also Magnolia Street), which begins at such point of beginning and continues along said centerline of survey South 02°35'38" East, a distance of 68.40 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing of South 01°48'46" East, a distance of 78.60 feet, more or less, to a point (the south boundary of Grantor's property and the north right-of-way of Magnolia Street (undeveloped) lies 15 feet left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 580 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500116
Tax Parcel # 2907230001030.01
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #53

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 127.60 feet to a point (the northwest boundary corner of Grantor's property and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Magnolia Street (undeveloped) lies 2 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street and Magnolia Street right-of-way); thence continue along said centerline of survey South 01°48'46" East, a distance of 15.00 feet to a point on the east right-of-way of said Mobile Street; therefrom, said strip is varying in width and lies from 15 feet left (East) of, and up to existing said Mobile Street right of way right (West) of said centerline of survey; thence continue along said centerline of survey South 01°48'46" East, a distance of 63.82 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing South 02°28'50" West, a distance of 71.18 feet, more or less, to a point on Grantor's south boundary (the southwest boundary corner of Grantor's property and the east right-of-way of said Mobile Street lies 8 feet right (West) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 2,960 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500117
Tax Parcel # 2907230001040.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #62

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 206.42 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 02°28'50" West, a distance of 270.57 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 04°21'37" West, a distance of 0.61 feet to a point (Grantor's northwest boundary corner and the east right-of-way of Mobile Street lies 7 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Fillingim Street), which begins at such point of beginning and continue along said centerline of survey South 04°21'37" West, a distance of 58.00 feet, more or less, to a point (the Grantor's south boundary and the north right-of-way of Mobile Street lies 15 left (East) from such point), such point being the **Point of Ending** of land for easement herein described.

Said easement containing 390 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500118
Tax Parcel #2907230001091.000,
Tax Parcel #2907230001090.000 &
Tax Parcel #2907230001089.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcels #76, #77 & #78

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 7.49 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 104.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street, marked by a 6 inch by 6 inch concrete monument, lies 4 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 810 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500119
Tax Parcel #2907230001108.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #87

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 327.49 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Mill Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Mill Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 100.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street lies 7 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 830 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500120
Tax Parcel #2907230002119.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #184

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run South 72°53'38" East, a distance of 1186.19 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 06°52'35" West, a distance of 443.25 feet to a point marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing of South 80°36'40" East, a distance of 13.32 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street lies 15 feet right (South) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet right (South) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street right-of-way); thence continue along said centerline of survey South 80°36'40" East, a distance of 8.00 feet to a point on the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street; therefrom, said strip is varying in width and lies from 15 feet right (South) of, and up to existing Mobile Street right of way left (North) of said centerline of survey (Less and Except any portion of said strip which lies East of the east boundary of Grantor's property); thence continue along said centerline of survey South 80°36'40" East, a distance of 3.00 feet, more or less, to a point (the Grantor's east boundary corner and the south right-of-way of Betbeze Street lies 15 right (South) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 110 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500121
Tax Parcel #2907250003051.01 &
Tax Parcel #2907250003051.001
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #289 & #296

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of North 35°53'55" West, a distance of 437.49 feet to a point; thence turn a deflection angle to the right of 180°00'00" (Grantor's northwest boundary and the centerline of Three Mile Creek lies 50 feet right (Southwest) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the margin of said Three Mile Creek or which lies Southeast of the southeast boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 35°53'55" East, a distance of 145.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 13,800 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500122
Tax Parcel #2907250003032.000, Tax Parcel #2907250003033.000,
Tax Parcel #2907250003034.000, Tax Parcel #2907250003035.000,
Tax Parcel #2907250003036.000, Tax Parcel #2907250003037.000,
Tax Parcel #2907250003038.000, Tax Parcel #2907250003039.000,
Tax Parcel #2907250003040.000, Tax Parcel #2907250003041.000,
Tax Parcel #2907250003042.000, Tax Parcel #2907250003043.000 &
Tax Parcel #2907250003044.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #351, #370, #374, #377, #380,
#392, #396, #399, #404, #407, #409, #412 & #416

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

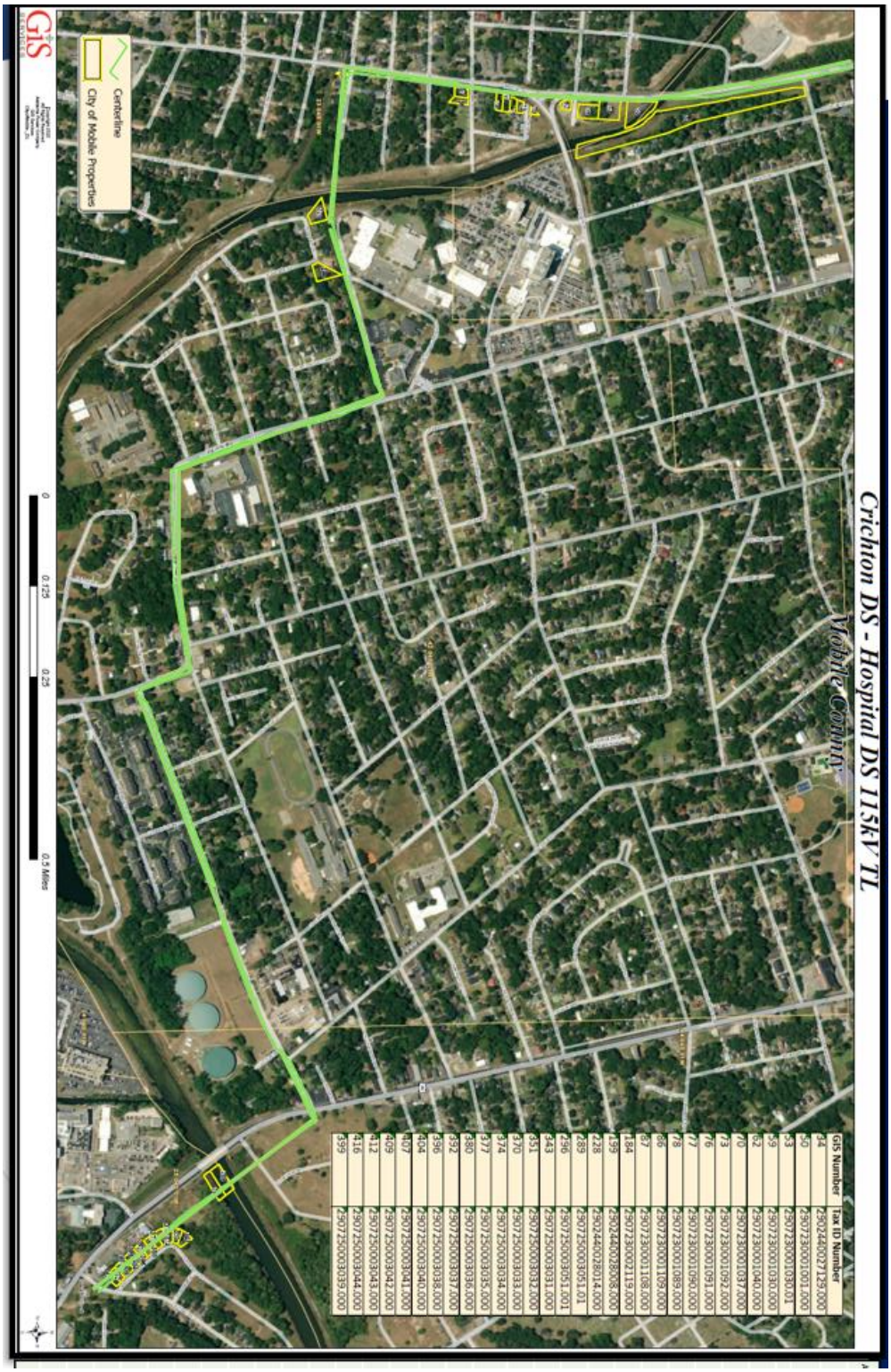
To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 42°40'53" East, a distance of 67.51 feet to a point (Grantor's northwest boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of Pope Street or which lies Northwest of the northwest boundary of Grantor's property or which lies Southwest of the southwest boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 42°40'53" East, a distance of 624.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet right (Southwest) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 59,767 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

EXHIBIT B- FULL PROJECT OVERLAY



25-046 **2026**

RESOLUTION

Sponsored by: Councilmember Ben Reynolds (District 4) and Josh Woods (District 6)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement to ALABAMA POWER COMPANY as set out in the attached Utility Easement Agreement, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 ($105,000.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide a new Transmission Line Crichton-Hospital-DS, affecting 31 City-owned properties, as described and depicted in Exhibits A and B of said easement.

Adopted:

_____

City Clerk

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 909 Government Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 16, 2025**, a public hearing will be held on the **20th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 909 Government Street from R-1, Single-Family Residential Suburban District, and R-B, Residential Business District, to R-B, Residential Business 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:

PARCEL A:
COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:
COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT;

THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B), 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 R-B, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an R-B, 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 synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of January, 2026, 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 24th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **909 Government Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-B** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-B** 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:

PARCEL A:
COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:
COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN

INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B),** 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 **R-B**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **R-B,** 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

Donald Manning
Donnie Manning Subdivision
909 Government Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 11, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 20, 2025, considered the request of **Donald Manning,** for a change in zoning from **Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B),** for the property located at **909 Government Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Donald O. Manning
909 Government Street
Mobile, Alabama 36604

Re: 909 Government Street
ZON-UDC-003511-2025
Donnie Manning Subdivision
Donald Manning
District 2
Rezoning from Single-Family Residential Urban District (R-1), and Residential Business District (R-B), to Residential Business District (R-B).

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

At its meeting on November 20, 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 **R-B, Residential Business District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) 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.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-B, Residential Business 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 $**375.82**. 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

R1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	R1
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

_____

_____

_____

_____

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____

_____

_____

_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____

_____

_____

_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

Outlook

Donald Manning (ZON-UDC-003511-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Tue 10/14/2025 10:50 AM
To Polysurveying Mail <mail@polysurveying.com>
Cc Brett Orrell <brett@polysurveying.com>; Molly Stanford <molly@polysurveying.com>

1 attachment (549 KB)
Planning Commission Application_Revised March 2025.pdf;

Good morning,

We have completed our initial review of the Rezoning 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. **Correct Application & Checklist:** The incorrect application form was submitted with the request. Please complete the attached application and re-submit it for review. We have received the owner authorization form authorizing Polysurveying to submit the application; therefore, the owner's signature is not required on the revised form, provided the authorized agent signs it. Additionally, Checklist B must be completed and submitted with the application.

6. **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, **Tori** has been copied on this message.

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, October 20, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Thank You,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

R1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 -05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   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.

   _____

   _____

   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	R1
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

_____

_____

_____

_____

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____

_____

_____

_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____

_____

_____

_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)

☐ The verified address list of surrounding property owners who were notified

☐ A sign-in sheet documenting meeting attendance

☐ Written summary or minutes of the meeting

☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____

_____

2. What information was presented at the meeting?

_____

_____

_____

_____

3. What concerns were raised during the meeting?

_____

_____

_____

_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____

_____

_____

_____

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

RB — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 -05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	RB
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

_____

_____

_____

_____

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

_____

_____

_____

_____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

_____

_____

_____

_____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, DONALD MANNING, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 909 GOVERNMENT ST.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

POLYSURVEYING Designee (1)	Designee (2)
MAIL@POLYSURVEYING.COM Email	Email
251-666-2010 Phone Number	Phone Number
Signature of Property Owner	Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project DONNIE MANNING SUBDIVISION

Address 909 GOVERNMENT ST

Owner DONALD MANNING

Address 909 GOVERNMENT ST Zip Code 36604

Phone 251-689-6308 Fax _____ Email DONNIEMANNING1@GMAIL.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
Civil Engineer POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Donald Manning
Signature

Print

6-18-25
Date

Affiliation to project/Organization

Statement for Rezone:

The property at 909 Government St is currently split-zoned, with designations of R1 and RB. We are requesting that this parcel be rezoned to a single zoning designation of R1 to provide consistency in land use.

This rezone is tied to subdivision **SUB-003394-2025, Donnie Manning Subdivision.**

PLANNING AND ZONING

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 10/29/2025 (Ada)

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):

_____

_____

Neighborhood Meeting Date: 10-28-2025

Neighborhood Meeting Time: 4:30 PM

Neighborhood Meeting Location: Ben May Public Library

_____

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 of referenced at the meeting
- ___ Additional documents (Describe: _____

_____)

Applicant's Name: Donald Manning

(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Donald Manning Date: 10-28-25

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.

PLANNING AND ZONING
29 OCT 2025 PM12:16

PLANNING AND ZONING
29 OCT 2025 PM 12:15

Neighborhood Meeting

Date: 10-28-25

Time: 4:30 P.M.

Location of Neighborhood Meeting: Ben May Public Library

Project Location: 909 Government ST. Mobile, AL 36604

Project/Application (e.g. Rezoning from R-1 to B-1):

R1 to RB ~~To R1~~

Applicant's Signature Attesting to the Accuracy of This Sheet:

X Deanie Manning Date: 10-28-25

Deanie Manning

Please Sign In:

Name: B. Crenshaw for MLP Property Email: theLofts@pm@dpllc.com
Address: 951 Government St. Mobile, AL 36604 Phone: 251-300-0130

Name: Shari Hartmann Email: Sharisuh1@aol.com
Address: 911 Church St. Phone: 251-751-7307

Name: Tatiana Tanley Email: ttowleys@gmail.com
Address: 909 Church St Phone: 251-431-1840

Name: Cory R. Havens Email: AVCory@gmail.com
Address: 907 Government St. Phone: 334-803-6317

PLANNING AND ZONING
28 OCT 2025 PM 12:16

Neighborhood Meeting Summary

Meeting Date: 10-28-25

Meeting Time: 4:30 PM

Meeting Location: Ben May Library

Below is a summary of the proposed project presented at the Neighborhood Meeting:

I Explained The Lot were Dividing and Showed Them The Survey. The Lot is now zoned On The Government side RB & RI. The Back Lot on Church ST is zoned RI. My Proposal is To Rezone A Portion on Goverament ST To RB. The lot on Church will remain RI

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Survey & Plat From the County/City Site Showing The Current zoning.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

I Explained What was Being Proposed and Everyone understood. All The Parties on The Sign-in Sheet Asked Questions and were Satisfied.

PLANNING AND ZONING
29 OCT 2025 PM 12:16

Neighborhood Meeting Summary
Date: 10-28-25
Applicant: Donald Manning

Meeting Location: Ben May Library
Application: Subdivision + Rezone

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00 PM

Applicant's signature attesting to the accuracy of this summary:

X Donald Manning **Date:** 10-28-25

PLANNING AND ZONING
29 OCT 2025 PM 12:16

NOTICE OF NEIGHBORHOOD MEETING

10/6/2025

Dear Property Owner,

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Donnie Manning will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 909 Government St. Mobile, AL 36604 from RB to R1.

The Neighborhood Meeting will be held at the following:

Ben May Public Library (Armbrecht-Briskman Meeting Room)

Date: October 28 2025

Time: 4:30 PM

You are receiving this notice because your property is located within 300 ft of 909 Government St. Mobile, AL 36604, in compliance with the notification requirements of Article 5 of the city's Unified Development Code(UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Donnie Manning

909 Government St. Mobile, AL 36604

donniemanning1@gmail.com

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

William Carol

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
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BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

PLANNING AND ZONING
29 OCT 2025 PM 12:17

R022906400010336.003
HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

R022906400010329.000
GOVERNMENT STREET METHODIST CHURCH
905 GOVERNMENT ST
MOBILE AL 36604

R022906400010333.000
KYLE MELISSA F
906 CHURCH ST
MOBILE AL 36604

R022906390003040.000
JARVIS WINSTON OLIPHANT IV
906 PALMETTO
MOBILE AL 36604

R022906390003051.000
COCKRELL LINDSEY BLAKENEY & CHRISTOPHER LANE COCKRELL
907 CHURCH ST
MOBILE AL 36604

R022906400010340.000
HARRIS CORY & COURTNEY HARRIS
907 GOVERNMENT ST
MOBILE AL 36604

R022906390003041.000
HIBBERTS ADAM CHRISTOPHER & MARY
908 PALMETTO ST
MOBILE AL 36604

R022906390003050.000
TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

R022906400010334.000
MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.003
HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

R022906400010329.000
GOVERNMENT STREET METHODIST CHURCH
905 GOVERNMENT ST
MOBILE AL 36604

R022906400010333.000
KYLE MELISSA F
906 CHURCH ST
MOBILE AL 36604

R022906390003040.000
JARVIS WINSTON OLIPHANT IV
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Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

Polysurveying and Engineering
Brett Orrell
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Mobile, AL, 36619

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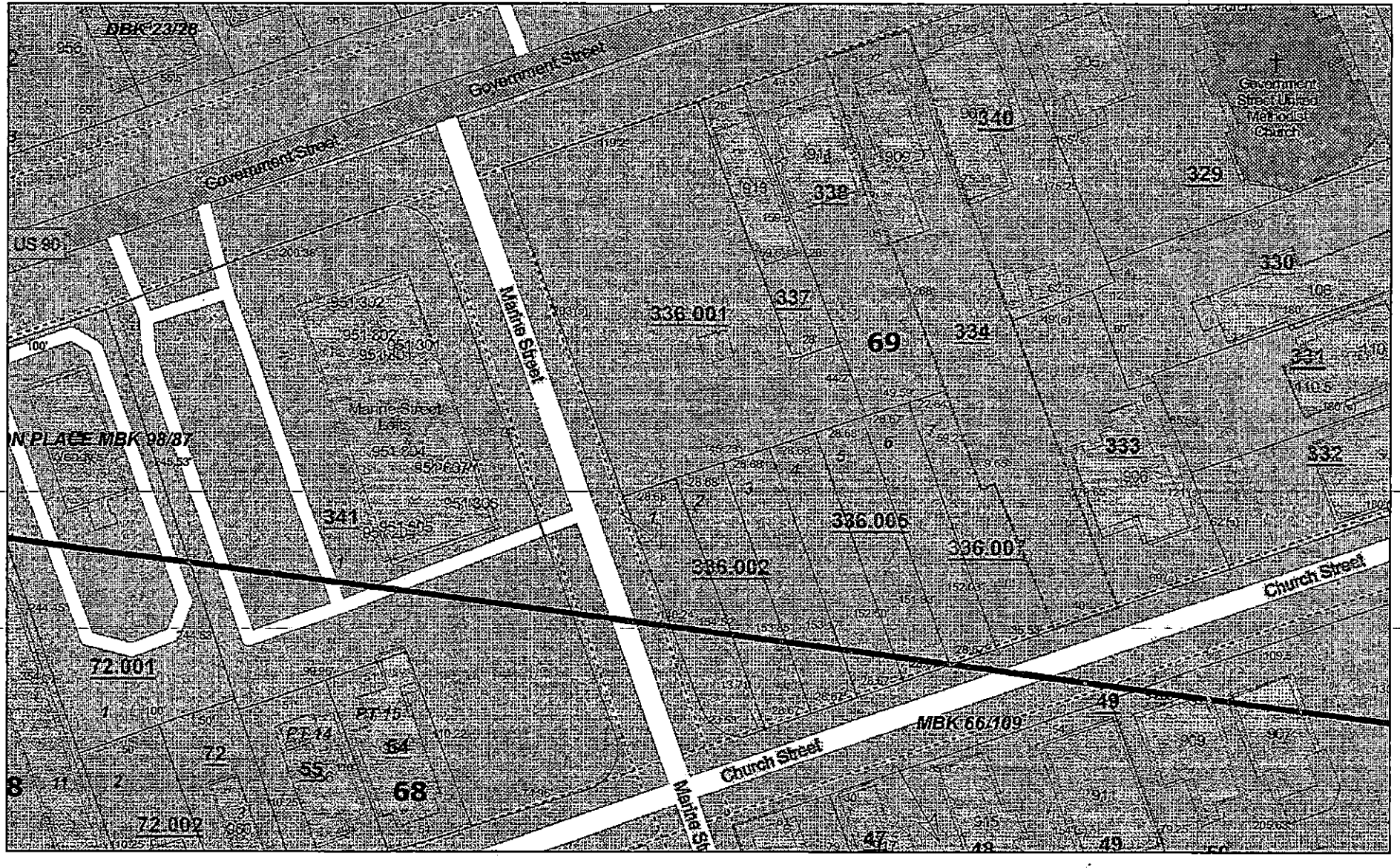
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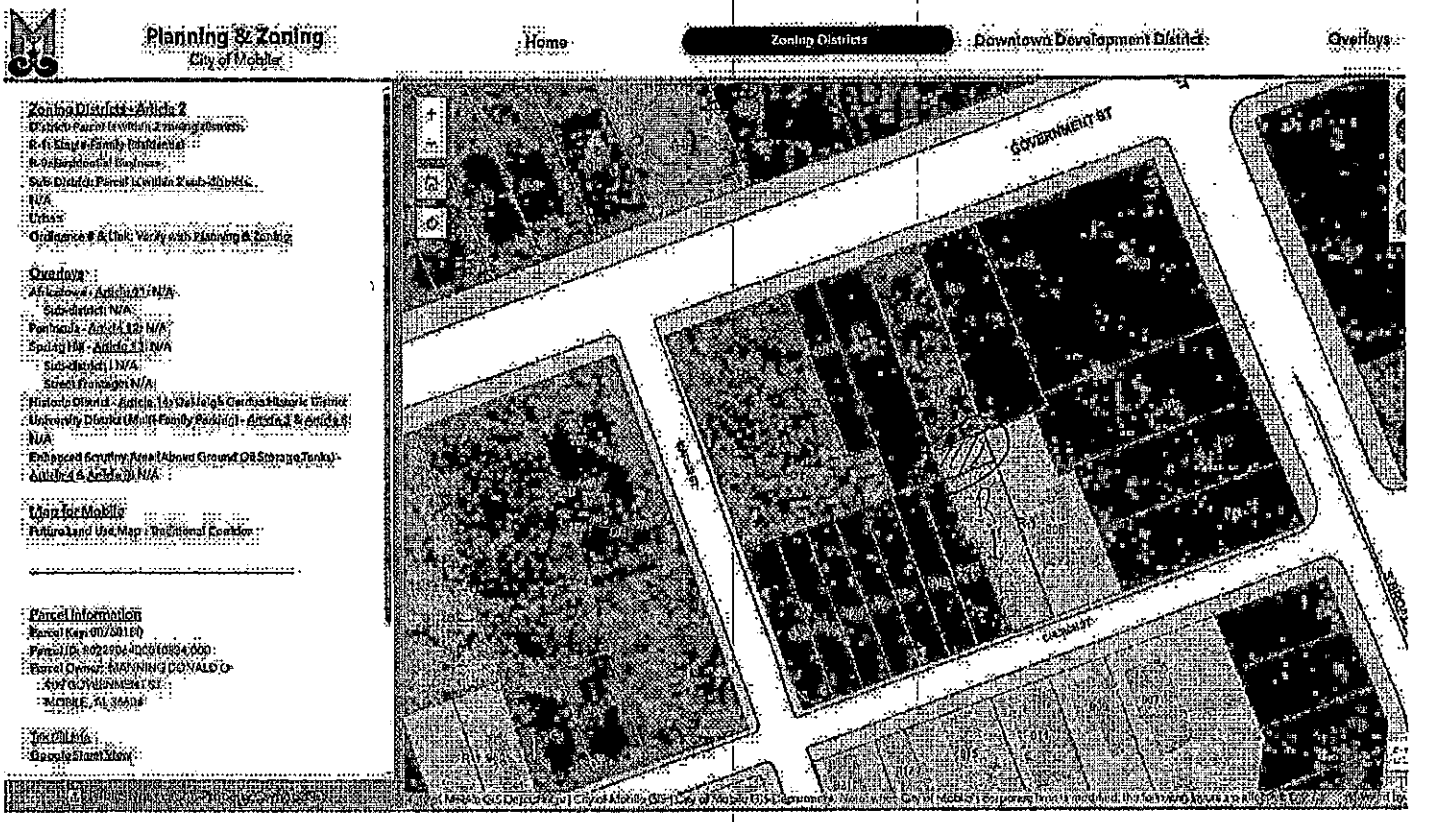
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Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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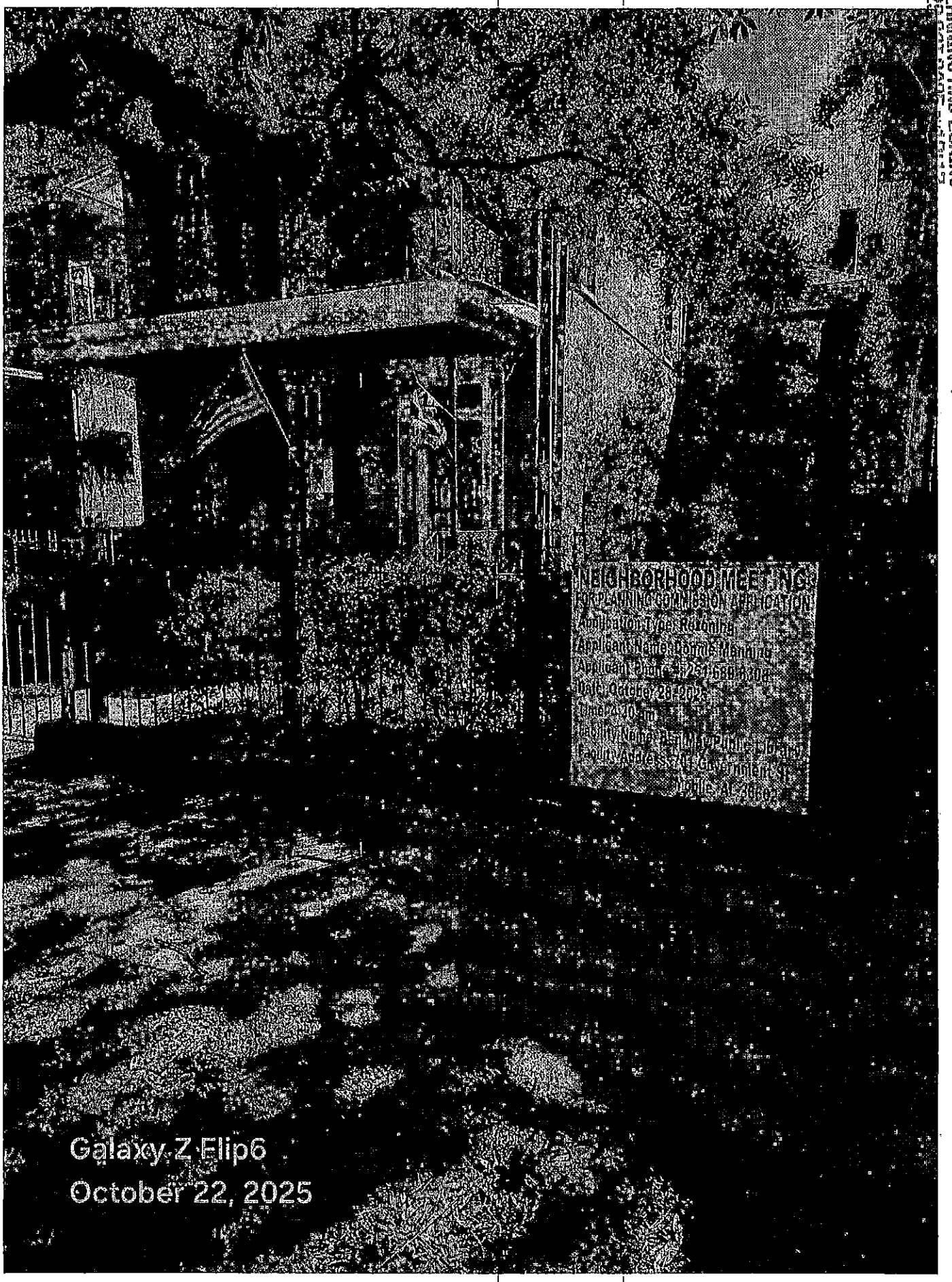
Mobile County Interactive Tax Map

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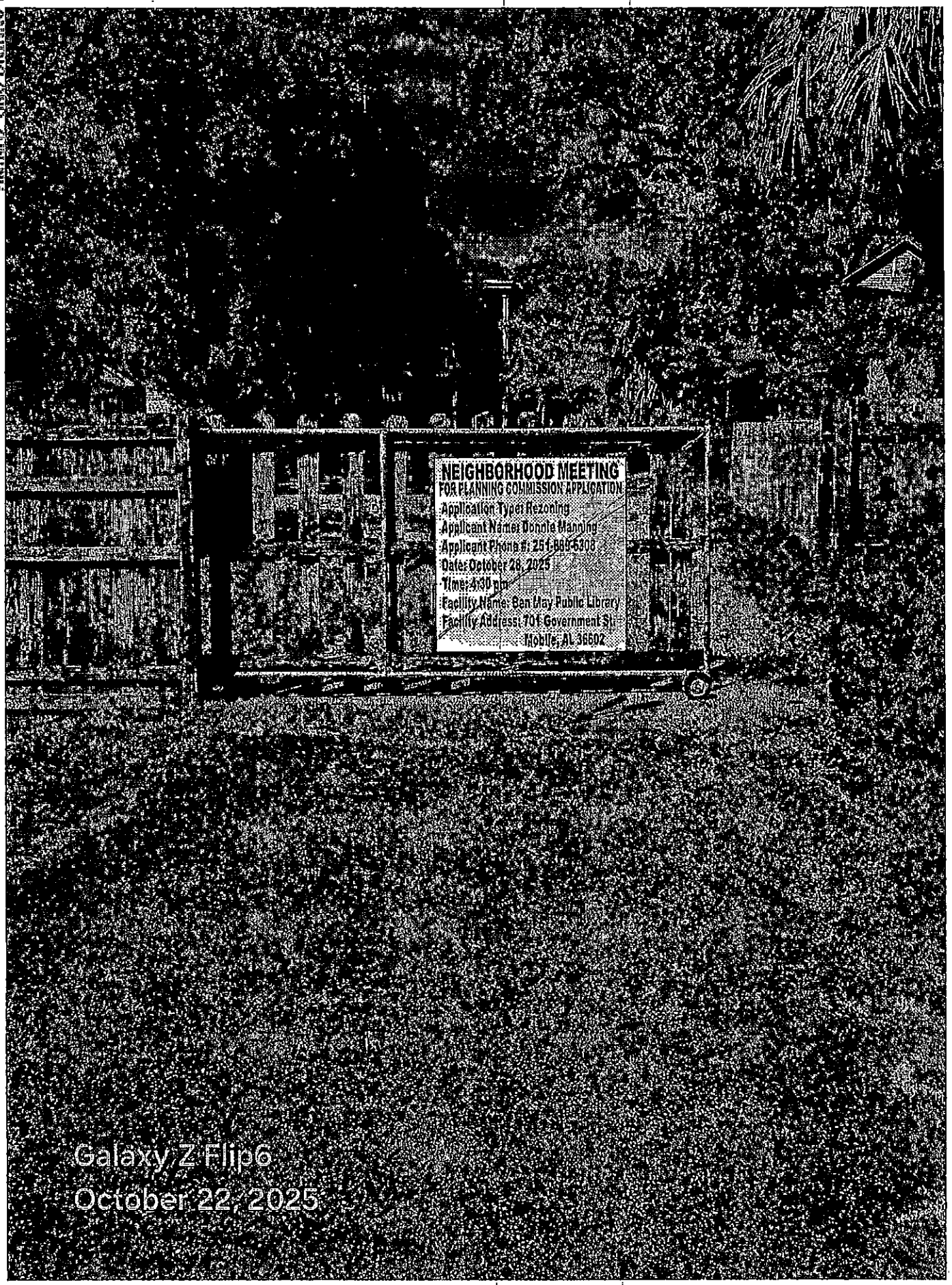

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PLANNING AND ZONING
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PLANNING AND ZONING
NEIGHBORHOOD MEETING
Galaxy Z Flip6
October 22, 2025

PLANNING & ZONING
29 OCT 2025 PM 12:18



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LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

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WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
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Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

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GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

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HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

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BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

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HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
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MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
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MOBILE AL 36618

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HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

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GOVERNMENT STREET METHODIST CHURCH
905 GOVERNMENT ST
MOBILE AL 36604

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KYLE MELISSA F
906 CHURCH ST
MOBILE AL 36604

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JARVIS WINSTON OLIPHANT IV
906 PALMETTO
MOBILE AL 36604

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COCKRELL LINDSEY BLAKENEY & CHRISTOPHER LANE COCKRELL
907 CHURCH ST
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907 GOVERNMENT ST
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TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

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MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

Polysurveying and Engineering
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ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

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HARTMANN DEAN J
911 CHURCH ST
MOBILE AL 36604

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GORDON GREGORY L & LEDA GORDON
912 PALMETTO ST
MOBILE AL 36604

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COPELAND GINGER FAYE
915 CHURCH ST
MOBILE AL 36604

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ETHERTON ELIZABETH
917 CHURCH ST
MOBILE AL 36604

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LAURENCE AMANDA S & LAURENCE
WILLIAM H
918 GOVERNMENT ST
MOBILE AL 36604

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HELMER CLYDE ARTHUR & SARAH
950 GOVERNMENT ST
MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

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HARTMANN DEAN J
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Brett Orrell
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R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

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R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

909 GOVERNMENT ST — Property Address

0.39 — Property Area (acres or square feet)

R022906400010334.000 — Parcel Number(s) or Key Number(s)

R1 AND RB — Present Zoning or Transect District

RB — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

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.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2025.10.17 13:06:02 05'00'

Applicant or Agent Signature — Date

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	

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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Site Plan
- ☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   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.

   _____
   _____
   _____

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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 type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____

   _____

   _____

   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____

   _____

   _____

   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

	RB
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

none

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

none

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

previously sumbitted sudbdivison SUB-003394-2025

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. 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.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ **Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A**
- ☐ **Illustrate the open space.**
- ☐ **Illustrate available public utilities, streets, and community facilities.**
- ☐ **Illustrate that the site has appropriate ingress and egress.**
- ☐ **Illustrate how the site accommodates existing urban amenities and natural features.**

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

Agenda Item # 12

SUB-003394-2025 & ZON-UDC-003511-2025

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:
909 Government Street

Subdivision Name:
Donnie Manning Subdivision

Applicant / Agent:
Donald Manning

Property Owners:
Donald Manning

Current Zoning:
R-1, Single-Family Residential Urban District &
R-B, Residential Business District

Proposed Zoning:
R-B, Residential Business District

Future Land Use:
Traditional Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 & R-B to R-B.
  - 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 eight (8) conditions; and
2. Rezoning with one (1) condition.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Commission Considerations 7
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

SITE HISTORY

The site consists of a single tax parcel that is split-zoned R-1, Single-Family Residential Urban District, and R-B, Residential Business District. The property was annexed into the City of Mobile in 1814, and according to current Revenue Commission records, the northern portion was developed with a dwelling in 1872.

The property was later divided into two parcels from what was identified as *Square 69* of the Gordon Division of the Favre Tract Subdivision, the plat for which was recorded in a Deed Book in the Mobile County Probate Court in April 1875. Both parcels were identified as residential on the 1934 Land Use Map.

With the adoption of the 1951 Zoning Ordinance, the north parcel was assigned a C-3, Central Business District classification, while the south parcel received an R-3, Multiple-Family Residence District classification. With the adoption of the 1967 Zoning Ordinance, the north parcel was rezoned to B-4, General Business District, and the south parcel retained its R-3 classification.

Subsequent zoning changes were adopted through area-specific studies:

- On October 9, 1984, the City Council rezoned the north parcel from B-4 to R-B, Residential Business District, as part of the *Government Street Zoning Study*.
- On July 21, 1992, the south parcel was rezoned from R-3 to R-1, Single-Family Residential District, as part of the *Oakleigh Garden District Zoning Study*.

Both parcels, now under single ownership and combined into one tax parcel with a single metes-and-bounds legal description, have retained these zoning classifications through the 2023 adoption of the Unified Development Code (UDC).

The Board of Zoning Adjustment (BOA) has considered two prior applications for the site:

- In October 1996, the BOA approved a Use Variance to allow use of the south portion of the property as a parking lot in the R-1 district, to serve an adjacent office.
- In February 1997, the BOA approved a Use Variance to allow access to an attorney's office located within the R-B portion of the property via the R-1 portion.

No additional Planning Commission or Board of Zoning Adjustment cases are 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. Provide a written description for the proposed subdivision boundary.
C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation.

E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 3,000 and LOT 2 – NONE. The two lots will share the 4,000 SF credit provided to the original lot as follows: LOT 1 – 2,000 SF, LOT 2 – 2,000 SF. Stormwater detention will be required for any additional impervious area on LOT 1 over the 5,000 SF; and stormwater detention will be required for any additional impervious area on LOT 2 over the 2,000 SF .

F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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 two (2) legal lots of record from one (1) metes-and-bounds parcel. The site is currently served by public water and sanitary sewer.

Proposed Lot 1 will have frontage along Government Street, a Principal Arterial Street requiring a 100-foot-wide right-of-way at this location. Proposed Lot 2 will front Church Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way widths along both streets; therefore, no additional dedication is required.

As proposed, both lots exceed the minimum area requirements for parcels served by public water and sanitary sewer in both the existing and proposed zoning districts. Lot areas are labeled in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, or provided in a table containing the same information.

Neither proposed lot meets the minimum 60-foot width requirement for commercial lots per Section 6.C.2(b)(4) of the Subdivision Regulations. However, the property appears to have existed in its current configuration prior to adoption of current standards, and similarly configured lots are common in the surrounding area. Therefore, a waiver of Section 6.C.2(b)(4) may be appropriate.

A 25-foot front yard setback is illustrated along both Government Street and Church Street; however, only a five (5)-foot front yard setback is required under the existing and proposed zoning districts. Accordingly, if approved, the Final Plat should reflect a minimum five (5)-foot front yard setback along each street frontage, in compliance with Article 2 of the Unified Development Code (UDC) and Section 6.C.8. of the Subdivision Regulations.

If approved, the subdivision will result in proposed Lot 1 being split-zoned R-1 and R-B. Therefore, approval of the Subdivision request will be contingent upon approval of the associated Rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and R-B. The applicant's justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

The site is bordered to the north, east, and west by R-B–zoned properties that are developed with a mix of residential and office uses. The property to the southeast is zoned R-1 and developed with a single-family dwelling.

The site plan submitted with the rezoning application depicts the existing structure on proposed Lot 1, labeled for use as a dwelling, along with a paved parking area on proposed Lot 2. No future development plans were submitted with this request. It should be noted that any future development or redevelopment of the properties may be subject to full compliance with all applicable requirements of the Unified Development Code (UDC).

The site is located within the Oakleigh Garden District Historic Overlay; thus any future development or redevelopment may also require review and approval by the Architectural Review Board.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may 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 this case, the proposed subdivision may warrant reclassification to eliminate split zoning. If approved, the rezoning process should be completed prior to signing the Final Plat for the subdivision.

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.2(b)(4) will be required (for lot width) and the following conditions could apply:

1. Retention of the right-of-way widths of Government Street (100 feet) and Church Street (50 feet) on the Final Plat;
2. Retention of the lot size labels in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations;
3. Retention of at least a five (5)-foot minimum front yard setback line along both street frontages;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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.

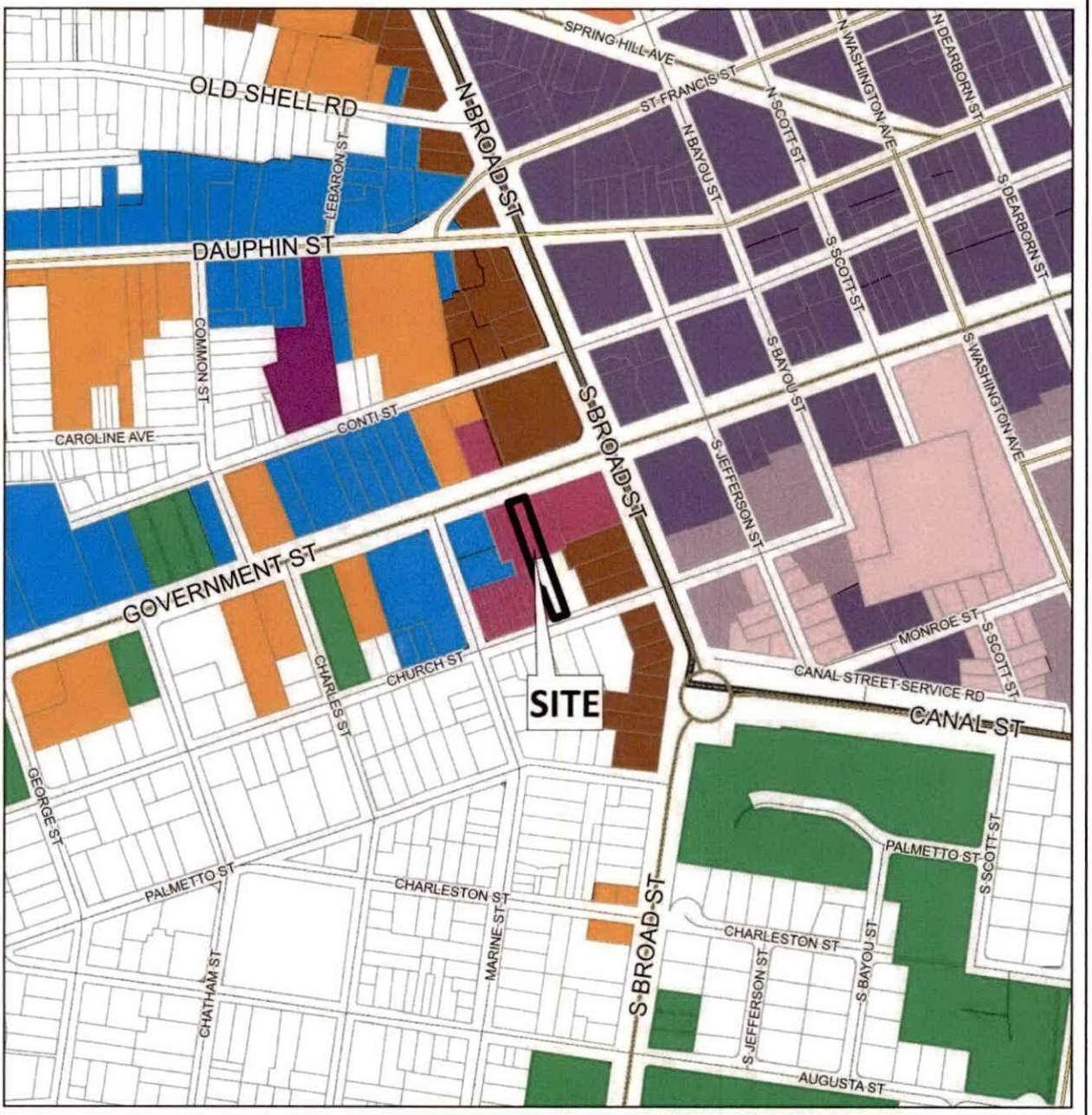
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE November 20, 2025

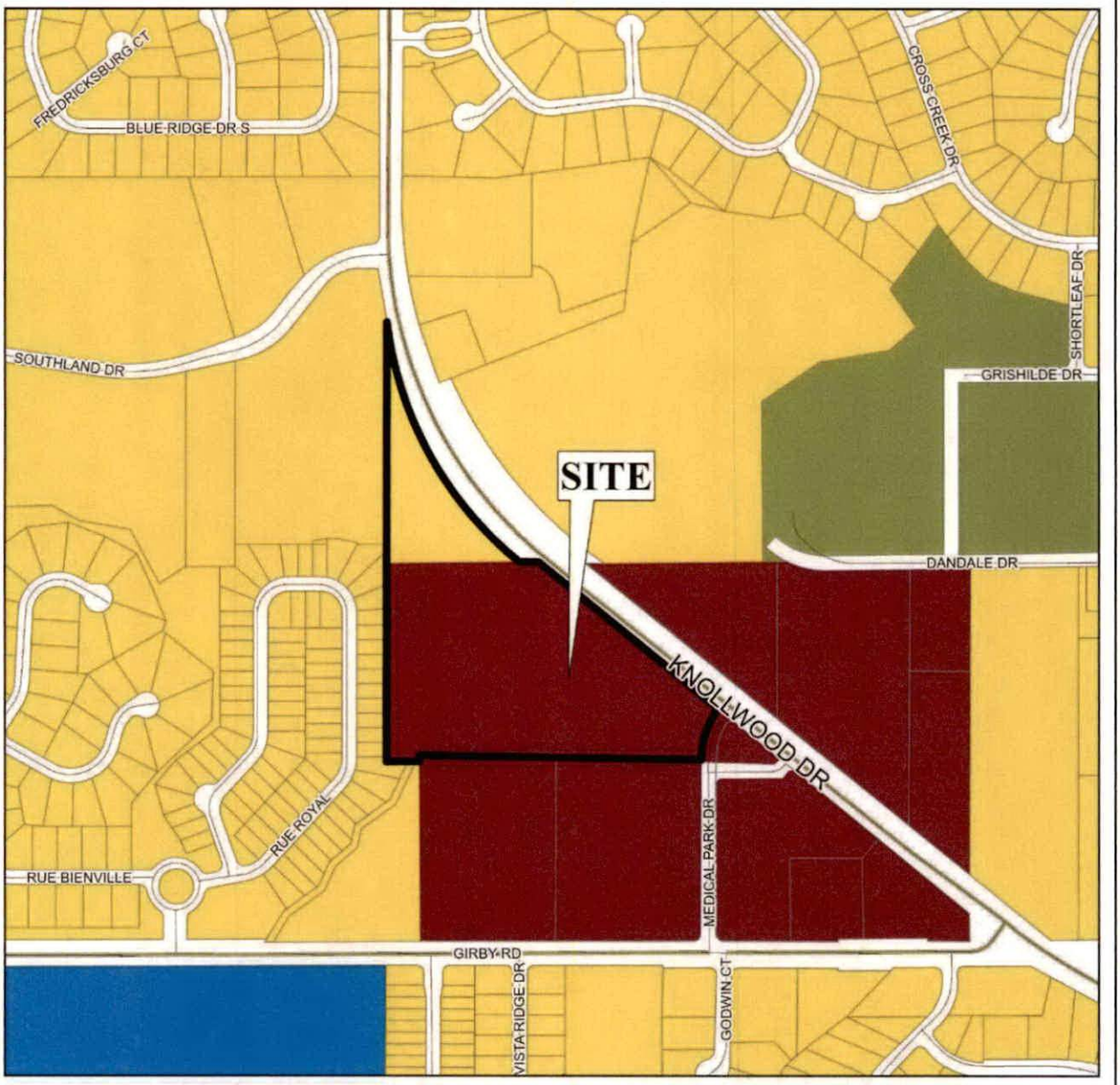
APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

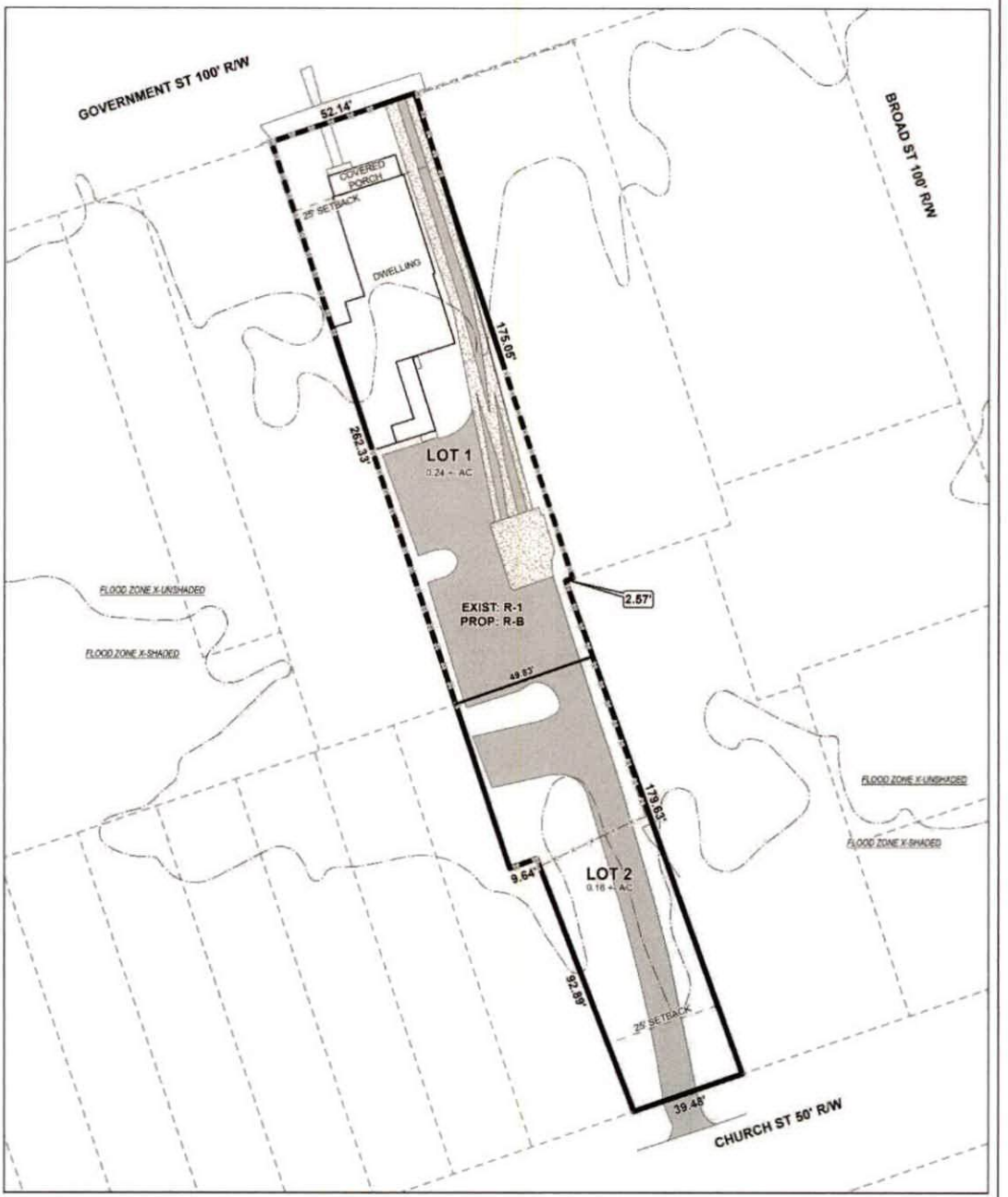
REQUEST Subdivision, Rezoning from R-1 to R-B

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



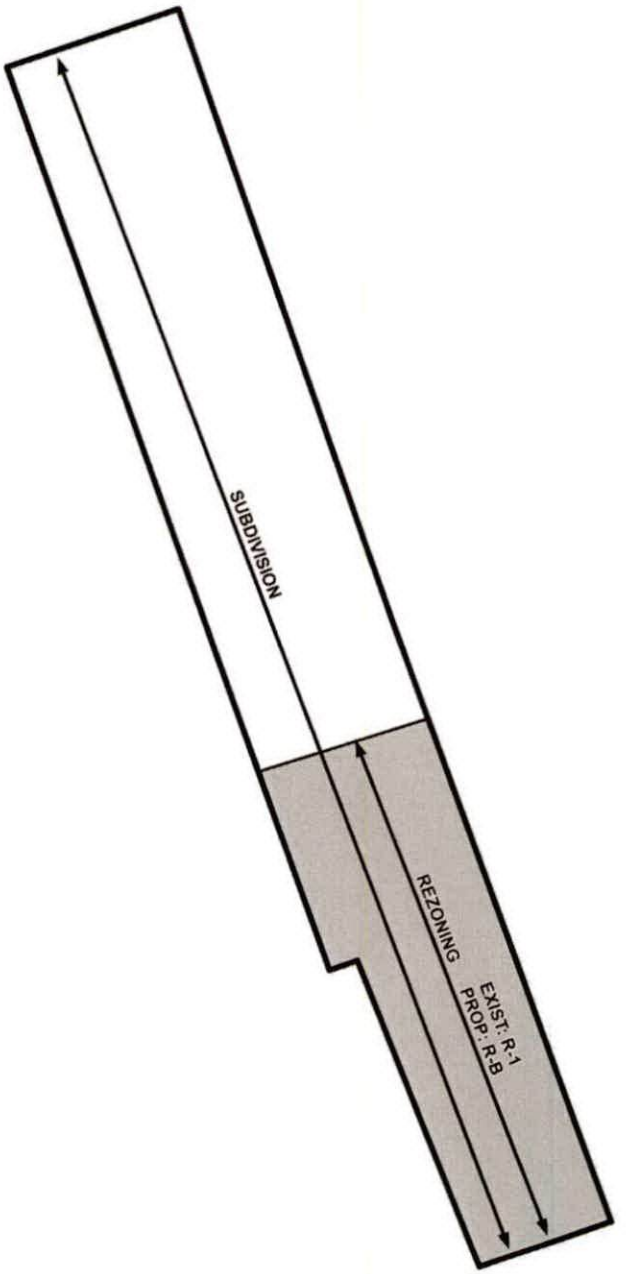
The site plan illustrates existing dwellings, drives, and proposed zoning.

APPLICATION NUMBER	12	DATE	November 20, 2025
APPLICANT	Donnie Manning Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-B		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-B

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)	■	U	U	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)	■	■	■	■	■	■	■	■	■	■	U	○	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	○	■	○	○	○										■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	■	■	S	■	■	S	■	S	S	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
LIGHT INDUSTRIAL (LI)												■	■	■	■			■										○	○
HEAVY INDUSTRY (HI)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

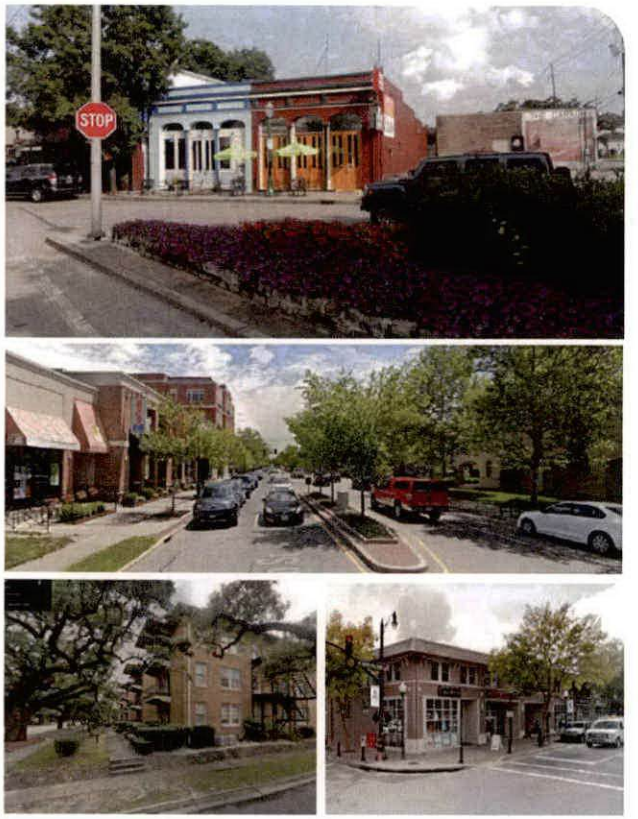
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor's appointment of William S. Stimpson to fill the unexpired term of David White on the Mobile Airport Authority which expires_____, pursuant to Section 11-44C-21(5) of the *Alabama Code*, is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

R E S O L U T I O N

Sponsored by: Samantha Ingram, District 2

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) Liquor License
Submitted by:	KOKWET II, LLC
Location:	KOKWET II 1615 Dr. Martin Luther King, Jr. Avenue Mobile, AL 36617

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/25/2025	NEW APPLICATION	2025 - 5745	132394	2	January 20, 2026

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

KOKWET II LLC

Trade Name (DBA)

KOKWET II

Location Address

1615 DR MARTIN L KING JR AVE

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
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Trade Name (DBA)

KOKWET II

Location Address

1615 DR MARTIN L KING JR AVE

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner

Date: **January 14, 2026**

Re: **Application # 5745 / 1615 ... Jr. Ave.**

need MPD

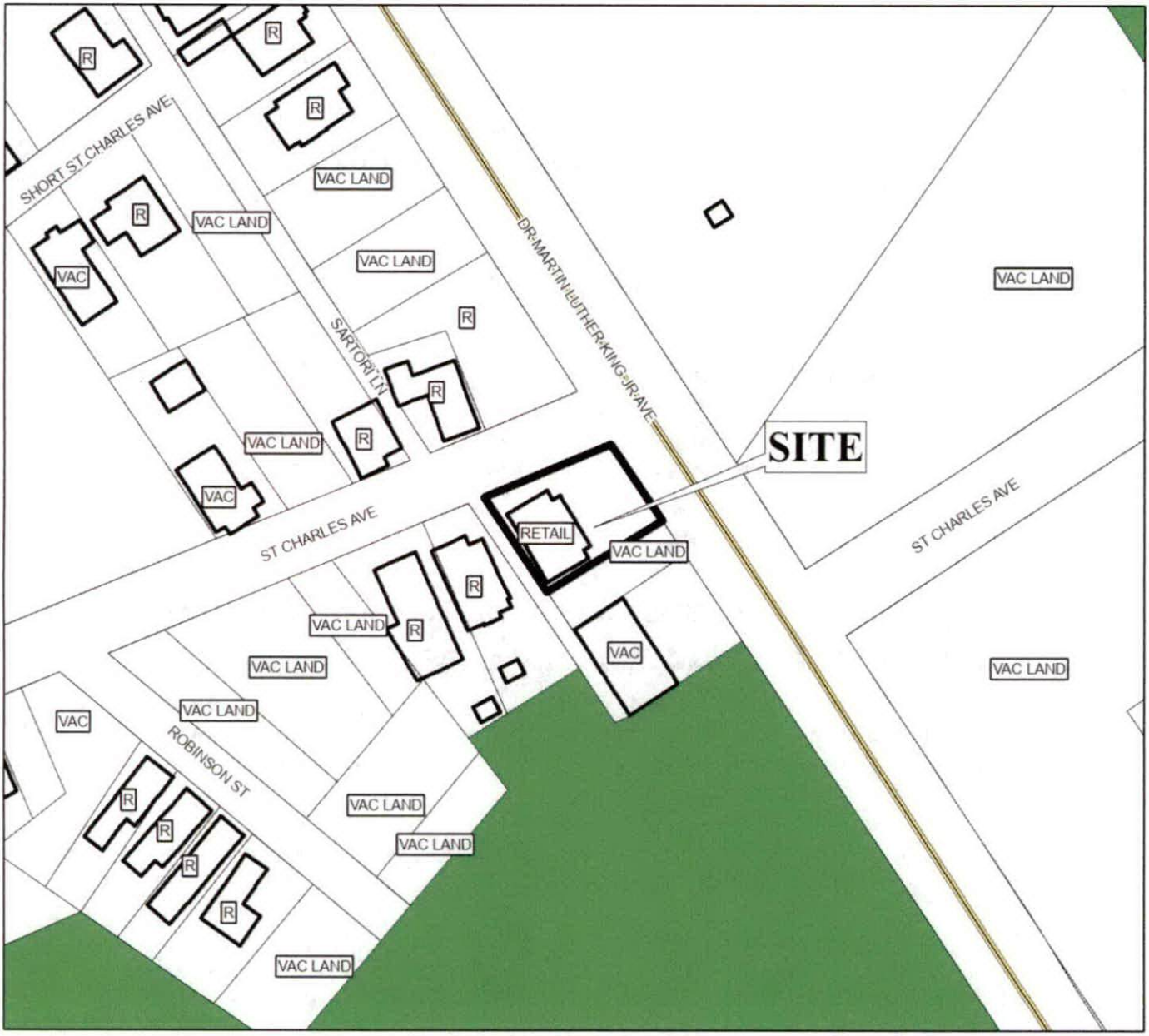
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district. The site has a variance (#6707) to allow a convenience store in an R-1 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 # 2, Samantha Ingram (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5745 DATE 1/20/2026

APPLICANT KOKWET II LLC

LOCATION 1615 DR MARTIN LUTHER KING JR AVE

REQUEST ALCOHOLIC BEVERAGE LICENSE

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/25/2025	NEW APPLICATION	2025 - 5745	132394	2	January 20, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
KOKWET II LLC	KOKWET II

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/10/2024	001-158-060	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
33-1407965	R011251309	

Physical Address (Street Address, Suite #)	City	State	Zip Code
1615 DR MARTIN L KING JR AVE	MOBILE	AL	36617

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1615 DR MARTIN L KING JR AVE	MOBILE	AL	36617

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
SHARON INGRAM		YES		

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

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 Owner Phone Number	Property Owner Email
JOYCE BARASA		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,000	0	YES	NO	SINGLE STRUCTURE	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

Applicant/POA Initials _____

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MERCY CHEPNGENO	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Owner/Applicant/POA Signature

Title of Person Signing this Application

Sworn to and subscribed before me this 31st day of December 2025

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner		November 19 2025

Signature Page

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
08/25/2025	NEW APPLICATION	2025 - 5745	132394	2	January 20, 2026

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

KOKWET II LLC

Trade Name (DBA)

KOKWET II

Location Address

1615 DR MARTIN L KING JR AVE

City, State, Zip Code

MOBILE AL 36617

Contact Person Information		
Name	Title	POA
SHARON INGRAM		YES

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 08/18/2025

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

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

KOKWET II LLC

dba KOKWET II

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

1615 DR MARTIN L KING JR AVE , 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 January 20, 2026 for application number 2025 - 5745

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.

Tara Harris

Applicant/POA Signature

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

August 25, 2025

KOKWET II

1615 DR MARTIN LUTHER KING JR AVENUE

MOBILE, AL 36617 USA

ACCOUNT NUMBER: 132394

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2125644	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250818142847175

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: KOKWET II **Filing Fee:** $100.00

Applicant: KOKWET II LLC **Transfer Fee:**

Location Address: 1615 DR MARTIN L KING JR AVE MOBILE, AL 36617

Mailing Address: 1615 DR MARTIN L KING JR AVE MOBILE, AL 36617

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-158-060

Do you sell Draft Beer?:

Date Incorporated: 10/10/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/10/2024

Federal Tax ID: 33-1407965 **Alabama State Sales Tax ID:** R011251309

Name:	Title:	Date and Place of Birth:	Residence Address:
MERCY CHEPNGENO	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHARON INGRAM
Business Phone: 251-508-8518
Fax:

Home Phone: 251-508-8518
Cell Phone: 251-508-8518
E-mail: ACCOUNTING@HHBUSINESSSERVICES.NET

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: 20250818142847175

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JOYCE BARASA 251-781-1781
What is lessors primary business? REAL ESTATE OWNER
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: 2000 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: 20250818142847175

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	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.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Mercy Chapnagno

Signature of Applicant:

Notary Name (print):

Notary Signature: Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   KOKWET II LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): HH Business Services Bookkeeping & Accounting LLC

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   709B Azalea Rd Mobile, AL 36609

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-158-060 DLL

Date	10/10/2024
Time	11:24:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 10 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 24 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 10 / 2024
Date (MM/DD/YYYY)

Mercy Chepngeno
Signature as required by 10A-5A-2.04

Organizing Member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-10-2024

Employer Identification Number:
33-1407965

Form: SS-4

Number of this notice: CP 575 G

KOKWET II LLC
KOKWET
% MERCY CHEPNGENO SOLE MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-1407965. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

May 15, 2025

Letter Id: L1990481888

ONLINE FILING INFORMATION

KING PRINTING SOLUTIONS • 1-800-251-9236

Dear KOKWET II LLC,

Business Privilege Taxes (BPT) may be filed and paid online through My Alabama Taxes (https://myalabamataxes.alabama.gov). In My Alabama Taxes, click on the 'Create a My Alabama Taxes account' link, select Business Privilege Tax, and then enter the information below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Business Privilege Tax	PS	R012587296	003062444	15129849

This information should be treated as confidential. Only disclose your Sign on ID and Access Code to a trusted tax preparer. To view instructions on how to file returns and/or make payments using the MAT system, visit our website at https://myalabamataxes.alabama.gov and select Help in the upper right corner. If you have any questions and wish to speak to a Business Privilege Tax representative, please call 1-800-322-4106 or 334-242-1170 option 8.

E-Pay Only: The ADOR's MAT website offers taxpayers the capability to make electronic payments for the Business Privilege Tax administered by the Department. To make your payment online, simply visit our website at https://myalabamataxes.alabama.gov.

Payments of less than $750.00 are not required to be made electronically but are encouraged for faster processing times. Payments of $750.00 or more are required to be remitted electronically. See Section 41-1-20, Code of Alabama 1975 for more information. This does not mean that your BPT tax is $750.00 but only references what amount of payments are required to be electronically filed. Billing payments may also be made by telephone with debit or credit card by calling 334-353-8096. Please have your letter in hand when you call to make a payment.

In order to avoid any penalties and interest for late payment, please ensure that your payment is scheduled before 4:00pm CST of the due date.

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
Parcel # 29 02 99 0 030 366
See Attached Document

Ownership Type	Company Name

The above described property is: ☐ Owned ☒ Leased (to/by) Parkwest II, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 20th day of August 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Nneka Y. Pears	Nneka Y. Pears	May 28, 2029

Notary Stamp

NNEKA Y. PEARS NOTARY PUBLIC STATE OF ALABAMA AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Shaun Fox (POA) Joyce Bravo	Mercy Chepngeno
Owner of Property (Signature)	Applicant Name (Signature)
Shaun Fox (POA)	
Street Address	Street Address

Date Agreement Signed	Date Agreement Signed
8/20/25	08/20/25 (MC)

Revision Date 10.23.2023

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made effective October 1, 2024, by and between Joyce Barasa ("Landlord") and Kokwet II LLC ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as ***1615 Martin Luther King , Mobile, AL 36617*** And legally described as follows (the "Building"); [Legal Description of Building].

Landlord makes available for lease a portion of the Building designated as Suite A [Suite or Other Number of Lease Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning October 1, 2024 [Start Date] and ending October 1, 2029 [End Date]. Landlords shall use their best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against the Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term.

Initials JB MC

If to Landlord to:

Joyce Barasa [Landlord]
33610 Boardwalk Dr,
Spanish Fort ,AL [Landlord's Address]

If to Tenant to:
Kokwet II LLC [Tenants]
1615 Dr Martin Luther King Jr Avenue , Mobile, AL 36617

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charges, in connection with this Lease.

23. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated, one or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

25. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Initials _____

and discharge of a firearms on the Leased Premises or in the common areas. except in cases of self-defense, defense of a third party. or as permissible in Section 13A-3-23; and/or shall not commit criminal assault of a customer or guest on the Leased Premises except in cases of self-defense, defense of a third party. or as permissible in Section 13A-3-23.
Tenant shall use this premises for the purpose of Retail/ Convenience Store only.

5. Sublease and Assignment.

Tenant shall have the right, without Landlord's consent, to assign this lease to a corporation which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed. Examples as such Air pumps/ATM/Pickup Boxes/Rental Boxes (RedBox)

6. Repair.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, ceiling tile, fixtures, windows/plate glass, equipment and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical system or the roof, subject to the obligations of the parties otherwise set for in this Lease.Tenant is Responsible for the upkeep and cleanliness of leased premises and maintain all command areas (Grass,Bushes,Trees,Fence line,Overgrown Vegetation).

7. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant, thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expenses.

Initials JB MC

8. Property Taxes.

Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. Insurance.

A. If the Leased premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or a bated while such damages are under repair, and Tenant shall be responsible for cost of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insures to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against theft within the Leased Premises or the Building. Tenant must maintain a policy or policies of liquor liability insurance.

D. Tenant shall fulfill any and all request and requirement made by either Tenants or Landlord insurance providers of recommendations for loss control to maintain compliance with either party's policy arising from tenants usage. of leased premises.

10. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately meter, Landlord shall pay the amount due and separately invoice

Initials JB MC

Tenant for Tenants pro rata share of the charges. Tenant shall pay such an amount in addition to the rent. Tenant acknowledges that the Leased premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. Signs.

Following Landlord's consent, Tenant shall have the right to place on Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

12. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guest and invitees, of the non-reserved common automobile parking areas, driveways and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide the Landlord with a list of all license numbers for the cars owned by Tenants, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord 4-6 spaces in such structural parking areas, such spaces to be on a first come first serve basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay the rental of $0 per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals. Tenant is Responsible for the upkeep and cleanliness of leased premises and maintain all command areas (Grass, Bushes, Trees, Fence line, Overgrown Vegetation)

Initials JB. MC

14. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" for all purposes.

15. Damage and Destruction.

Subject to Section 9 A above, if the Leased premises thereof or any appurtenance thereto, is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purpose, then Tenant shall have the right within ninety (90) days following damages to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, government restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuring payments, if any, but if no further payments are to be made, any such advance payment shall be refunded to Tenant. The provisions of this paragraph extend not only to the matter aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which render the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. Default.

If default be made at any time by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord or if default shall be made in any of the other covenants or condition to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Initials JB MC

15A. Non-Curable Default

It Tenant is charged by any law enforcement authority with the possession or use of illegal drugs in the Leased Premises or in the common areas: and/or the discharge of a firearm on the Leased Premises, except in cases of self-defense, defense of a third party, or as permissible in Section 13A-3-23; and/or criminal assault of a customer or guest on the Leased Premises or common arease of the Leased Premises, except in cases of self-defense, defense of a third party, or as permissible in Section 13A-3-23. Tenant is deemed in breach of this Lease and due to your breach of the lease and Landlord may elect to terminate your lease and your right to possession. Should Landlord elect to find you in default, this default is considered non-curable and you will not be given the opportunity to cure it before this Lease terminates and Tenant's right to possession of the premises will terminate in seven (7) days after written notice on Non-Curable Default is provided to Tenant wherein Tenant will voluntarily vacate the Leased Premises by the seventh day after written notice is provided by Landlord. If Tenant refuses to surrender possession of the Leased Premises to Landlord as set forth above, an Unlawful Detainer/Eviction lawsuit will be filed against Tenant and Tenant will be responsible for all attorney fees and costs associated with the Unlawful Detainer/Eviction lawsuit. The Leased Premises shall be left clean and in good repair and Tenant will be responsible for any damages and maintenance charges.

17. Quiet Possession.

Landlord covets and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any right in or to any award made to the other by condemning authority.

19. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgages shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such condition as such mortgage may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to

Initials MC

any mortgage, deed of trust or other lien now existing or hereafter upon the leased premises of the Building and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute an instrument of subordination herein required to be executed by Tenants promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agree that it, from time to time upon request by Landlord, execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulations, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to the Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

21. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Joyce Barasa [Landlord]
33610 Boardwalk Dr,
Spanish Fort ,AL [Landlord's Address]

If to Tenant to:
Kokwet II LLC [Tenants]
1615 Martin Luther King , Mobile, AL 36617

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charges, in connection with this Lease.

23. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated, one or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

25. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

26. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

27. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which landlord's consent is required or desirable under this Lease.

28. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default, and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

29. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises including those laws described in Paragraph 3 of this Lease. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Tenant shall comply with all ADEM rules and regulations. Tenant is responsible for fines and summons that is issued by the city for code enforcement of the Leased Premises and to resolve, relieve and rectify the issue. Tenant is also responsible for all fees and permits, testing to comply with State and Federal regulations during the Commercial Lease.

30. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

31. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

[Landlord Signature]
Joyce Barasa [Landlord]

[Tenant Signature]
Kokwet II LLC, Mercy Chepngeno [Tenant]

Initials YB MC

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Kokwet II LLC, Mercy Chepngeno, whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 18th day of October, 2024

NOTARY PUBLIC
My commission expires: 06/28/2027

Tracy Taylor Notary Public State of Alabama at Large 06/28/2027

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Joyce Barasa whose name is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 18th day of October, 2024

NOTARY PUBLIC
My commission expires: 06/28/2027

Tracy Taylor Notary Public State of Alabama at Large 06/28/2027

Community Risk Reduction Division
Mobile Fire Rescue Department

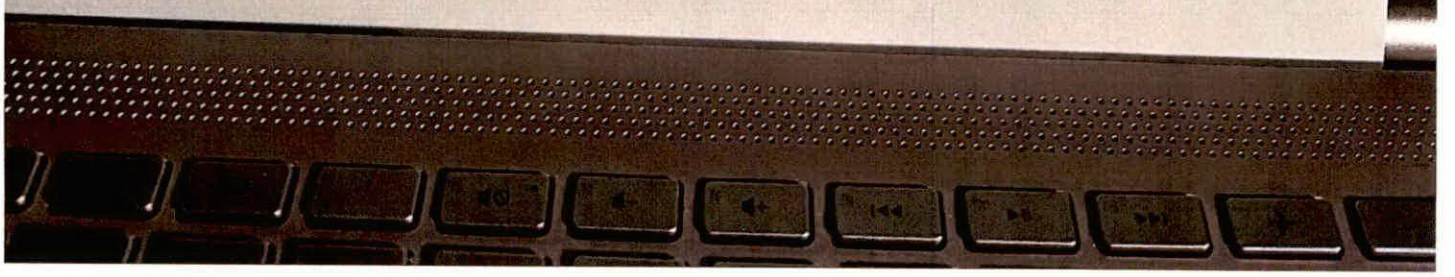
2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	KOKWET 11 LLC	**Inspection Date:**	4/24/2025
Address:	1615 Dr. Martin Luther King Jr. Avenue	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	Joshua Williams
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 1.1)
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress. (see photo 2.1)
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use. (see photo 3.1)
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 4.1)
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.

If you have any questions, please contact our office.



Inspector Comments: Inspection ok for business license

Company Representative:

Denis Lessan
29190
4/24/2025 11:52:43 AM
Signature valid only in mobile-eyes documents

Denis Lessan
4/24/2025

Inspector:

Joshua Williams Jr
29190
4/24/2025 11:52:43 AM
Signature valid only in mobile-eyes documents

Joshua Williams Jr.
4/24/2025

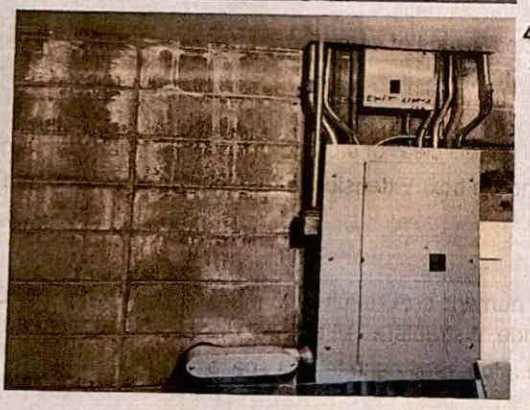
1.1 - 906.1.



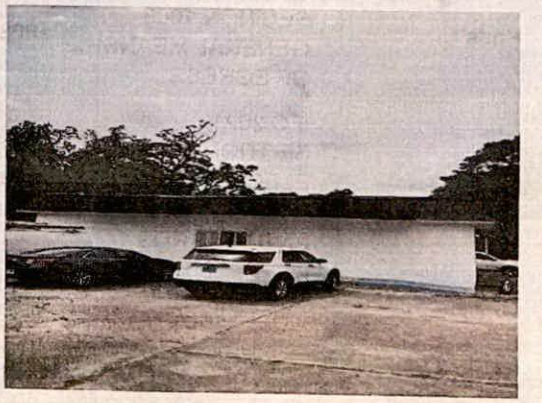
2.1 - 1003.6.



3.1 - 603.1.



4.1 - 505.1.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
KOKwet II LLC	KOKwet II

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1615 Dr. Martin Luther King Jr. [illegible]	Mobile	AL	36617

Business Contact Person Information

Name	Title
Dr. Shera Myers	POA

URBAN DEVELOPMENT DEPARTMENT USE ONLY

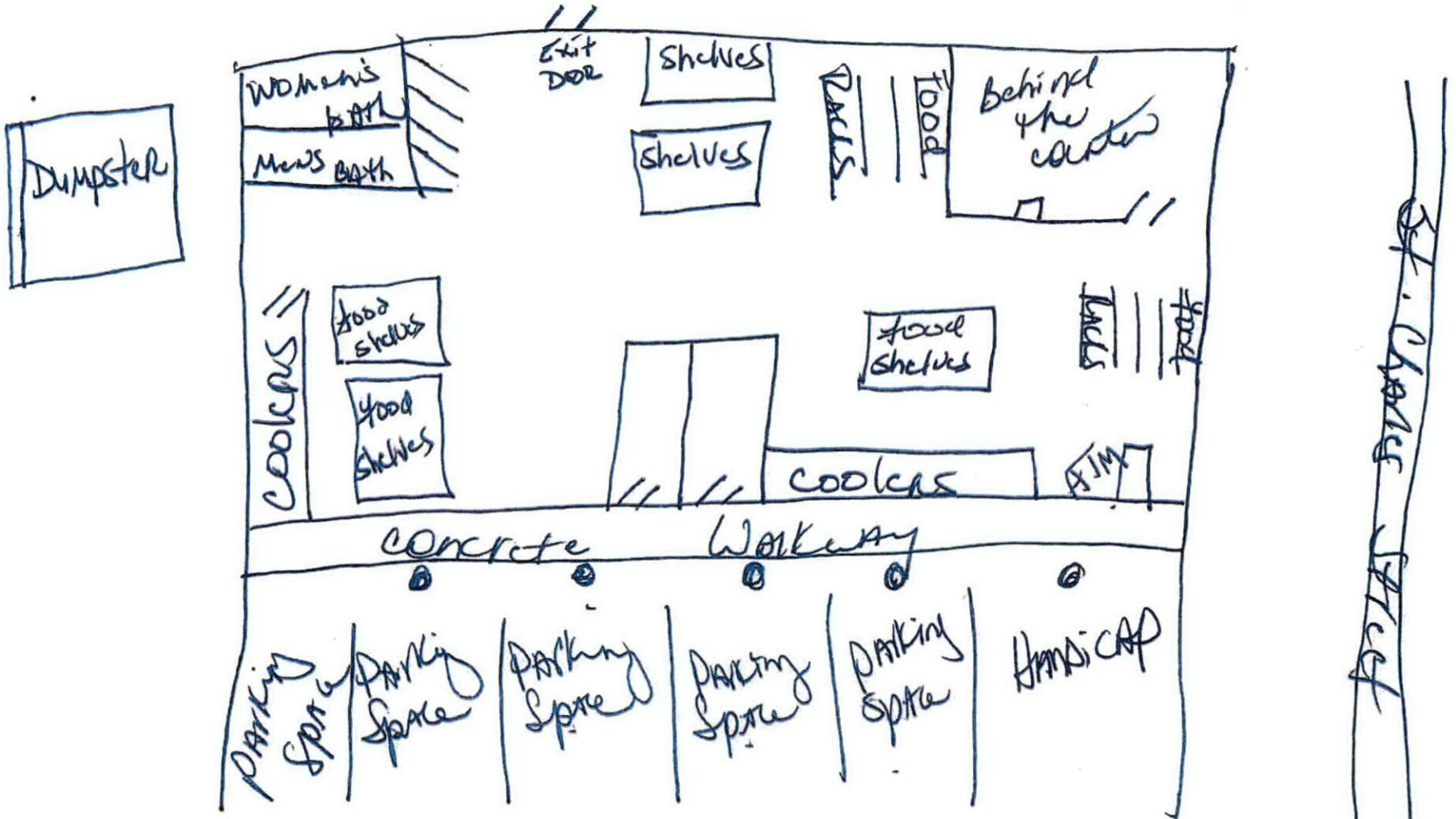
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2000	6	5	✓	R-1	✓

Comments

RETAIL SALES ALLOWED BY VARIANCE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	1-6-2026

1615 Dr. Martin Luther King Jr. Ave. Mobile, 36617



MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **January 12, 2026**

SUBJECT: WEED LIEN GROUP **1675**

Attached, please find Assessment Lists for Weed Lien Group Number **1675** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 1/20/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 2/24/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 1/22/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 2/5/2026

LEGAL NOTICE ADS: 2/11/2026-2/18/2026

POSTING DATE: 2/17/2026

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1675				Res. No.	
1/20/2026	LOTS TO BE DECLARED				58-	
2/24/2026	LOTS FOR PUBLIC HEARING				58-	
	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	0 Wealthy St	77351	111401		1	
	Par. No. (29 02 44 0 008 416.XXX)					
2	257 Ellis Ave	85116	111402		2	
3	3917 St Andrews Dr E	91004	111403		4	
4	505 English St	77344	111404		2	
5	266 Kennedy St	89745	111405		2	
6	624 Patton Ave	80694	111406		2	
7	0 S Broad St	107699	111408		2	
	Par. No. (29 10 38 0 002 040.XXX)					
8	1100 Congress St	49846	111409		2	
9	1308 Hercules St	80649	111410		2	
10	627 Crenshaw St	89919	111411		2	
11	1213 Texas St	73615	111414		2	
12	1356 Spruce St	80634	111415		2	
13	310 Hosfelt Lane	74042	111416		1	
14	6510 Zeigler Blvd	81180	111417		7	
15	1014 Dauphin St	97481	111418		2	
16	408 St Charles Ave	99301	111419		2	
17	3813 Conway Dr S	58549	111421		5	
18	802 Elmira St	49015	111426		2	
19	215 Norman St	58860	111468		2	
20	1612 Forrest St	53910	111469		2	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	2	1	
2	15	2	
3	0	3	
4	1	4	
5	1	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

1-14-26

Marchetta Jante 1-14-26

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1675** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **24th day of February, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____

City Clerk

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **16th** day of **December**, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **16th** day of **December, 2025**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1674** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1539 **2025**

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1674** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **20th day of January, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: DEC 16 2025

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 11, 2025**

SUBJECT: WEED LIEN GROUP **1674**

Attached, please find Assessment Lists for Weed Lien Group Number **1674** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 12/16/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/20/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/18/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 1/1/2026

LEGAL NOTICE ADS: 1/7/2026-1/14/2026

POSTING DATE: 1/13/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1674	Res. No.
12/16/2024	LOTS TO BE DECLARED	58-
1/20/2026	LOTS FOR PUBLIC HEARING	58-
//2025	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	310 Dunbar St	53911	110665		2	
2	308 Dunbar St	50831	110666		2	
3	2814 Cottage Hill Rd	72709	110667		1	
4	1356 Stewart Ave	51356	110668		2	
5	2450 Gulf Dr	51462	110669		3	
6	0 Princeton Woods Dr E	53296	110670		7	
	Par. No. (28 03 05 4 000 009.XXX)					
7	0 Princeton Woods Dr E	65662	110671		7	
	Par. No. (28 03 05 1 000 007.XXX)					
8	1706 Wexford St	76350	110673		2	
9	1966 Dublin St	51343	110674		3	
10	1964 Dublin St	51342	110675		3	
11	0 Frontage Rd	77585	110676		3	
	Par. No. (29 10 37 0 008 075.XXX)					
12	1032 Nellie St	88593	110677		3	
13	2124 Hamilton Rd	63172	110678		1	
14	2781 Graham Rd S	64879	110679		7	
15	316 Azalea Cir W	71091	110680		7	
16	607 Mohawk St	83816	110681		2	
17	1353 Windsor Ave	82256	110682		3	
18	1312 Windson Ave	80734	110683		3	
19	306 N Ann St	77952	110684		2	
20	1612 Marengo Dr	81232	110685		3	
21	0 Princeton Woods Dr E	53297	110686		7	
	Par. No. (28 03 05 1 000 006.XXX)					
22	1861 LaSalle St	58971	110688		2	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	2	1	
2	7	2	
3	8	3	
4	0	4	
5	0	5	
6	0	6	
7	5	7	
	22		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

Larry Locke 12-11-25

Marchetta Waite 12/11/2025

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **January 12, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-97**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **97.** Please place these on the City Council's Agenda for **January 20, 2026.**

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						5655	
	GROUP 97						Res. No.	
10/14/2025	1st REPEAT WEED LIEN LETTERS SENT						11-058	
1/20/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
	CONTRACT NUMBER							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut within	Assessed	CBO
1	2712 Harper Avenue	1		74478	12/19/2023	2	$ 382.00	
2	1314 Pecan Street	2	60847	74483	2/27/2024	3	$ 489.00	
3	0 Belsaw Avenue	2		74484	8/13/2024	1	$ 50.00	CBO
	Par. No. (29 07 25 0 001 011.XXX)							
4	2459 Richarson Street	2	63726	74485	8/15/2023	1	$ 282.00	
5	1903 Nerline Lane	1	56122	74486	4/25/2023	2	$ 404.25	
6	613 Wellington Street	1	54934	74487	4/2/2024	1	$ 50.00	CBO
7	551 English Street	2	67010	74488	12/5/2023	2	$ 50.00	CBO
8	1201 Hercules Street	2	68070	74489	8/29/2023	2	$ 382.00	
9	2660 Murrell Lane	1		74494	8/1/2023	2	$ 489.50	
10	2672 Murrell Lane	1		74495	8/1/2023	2	$ 828.85	
11	2668 Murrell Lane	1		74496	8/1/2023	2	$ 520.50	
12	2665 Murrell Lane	1		74497	2/27/2024	2	$ 382.00	
13	609 Petit Avenue	1		74498	11/15/2022	1	$ 50.00	CBO
14	620 Belsaw Avenue	2		74499	2/20/2024	2	$ 50.00	CBO
15	613 Belsaw Avenue	2		74503	3/26/2024	2	$ 382.00	
16	1863 Mott Drive S	1		74504	4/25/2023	1	$ 282.00	
17	607 Petit Avenue	1		74505	11/15/2022	3	$ 482.00	
18	1120 Partridge Street	2		74506	6/7/2023	1	$ 355.00	
19	1651 Wexford Street	2		74507	8/2/2023	1	$ 282.00	
20	702 Pillans Street	2		74508	1/23/2024	1	$ 282.00	
	Total						$ 6,475.10	

District total for this group		Numbers of lots cut	
1	10	1	8
2	10	2	7
3	0	3	0
4	0	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	20		15

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

1-14-26

Marchetta Dante 1-14-26

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **MAULDIN MARK A & APRIL D WATTS**

Address: **2908 MILL ST**

City, State, Zip: **MOBILE, AL 36607-1916**

Repeat Group Number: **97** Item # **1**

Lot Description: **LOT 230 BLK D-1 TRINITY GDNS 1ST ADD MBK 3/332 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 051.XXX) 2712 HARPER AVE**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,245	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	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Sheila Dean
SECRETARY

Marchetta Tante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **LEWIS LUCILE**

Address: **1256 SOUTH ANN ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **97** Item # **2**

Lot Description: **W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 193.XXX)1314 PECAN STREET**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	2,407	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	2	$	7.00	$	14.00
		Total Project Cost:			$	489.00

Shelia Dean
SECRETARY

Marchette Daute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **WILLIAMS RAYFORD EVERETTE**

Address: **525 CONWAY LN**

City, State, Zip: **IRONDALE, AL 35210-3301**

Repeat Group Number: **97** Item # **3**

Lot Description: **LOT 29 BLK 2 DIXIE PARK MBK 3/273 #SEC 25 T4S R1W #MP29 07 25 0 001 (29 07 25 0 001 011.XXX) 0 BELSAW AVE**

Nuisance Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,250	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 Dean
SECRETARY
Marchetta Ichute
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **PENN JAMES**
C/O LAMAR J PENN
Address: **2459 RICHARDSON ST**
City, State, Zip: **MOBILE, AL 36610-3329**
Repeat Group Number: **97** Item # **4**

Lot Description: **LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 142.XXX) 2459 RICHARDSON STREET**

Nuisance Date: 10/14/2025
Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,469	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	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY
Marenetta Dante
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

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: **97** Item # **5**

Lot Description: **COMG SE COR SCHWARTZ ST & NERLINE LN TH NELY ALG S/L NERLINE LN 235 FT(S) TO POB TH CONT NELY ALG S/L 78 FT TH SELY 155 FT(D) 136 FT(S) TH SWLY 21 FT(S) TH NW 7 FT(S) TH SWLY 57 FT(S) TH NWLY 155 FT(D) 129 FT(S) TO POB (29 07 42 0 004 180.XXX) 1903 NERLINE LANE**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,780	$	0.0125	$	147.25
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	1	$	7.00	$	7.00
		Total Project Cost:			$	404.25

Shelia Dean
SECRETARY

Marchetta Ingate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **JONES BEATRICE**

Address: **613 WELLINGTON ST**

City, State, Zip: **MOBILE, AL 36617-2546**

Repeat Group Number: **97** Item # **6**

Lot Description: **LOT 20 BLK 2 SUMMERVILLE PLACE MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 047.XXX) 613 WELLINGTON STREET**

Nuisance Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,564	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 Dean

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **EASTERN SHORE AFFORDABLE HOUSING**

Address: **P. O. BOX 1832**

City, State, Zip: **FAIRHOPE, AL 36533**

Repeat Group Number: **97** Item # **7**

Lot Description: **LOT 1 BLK 6 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 075.XXX) 551 ENGLISH STREET**

Nuisance Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,100	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

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **AMISON JACQUELINE**

MATTHEWS & TOM

Address: **1201 HERCULES ST**

City, State, Zip: **MOBILE, AL 36603**

Repeat Group Number: **97** Item # **8**

Lot Description: **N 67 FT OF LOT 10 BLK 5 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 411.XXX) 1201 HERCULES STREET**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,349	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	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **SMITH JAMES M, WALTER L SMITH, BERNARD J SMITH, STEPHEN SMITH, GLORIA J**

Address: **1859 WILDWOOD PLACE**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **97** Item # **10**

Lot Description: **LOT 3 SUB OF LOTS 7 & 8 BLK 8 MURRELL TRT DBK 102/26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 093.XXX) 2672 MURRELL LANE**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		17,508	$	0.0125	$	218.85
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		15	$	3.00	$	45.00
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	828.85

Shelia Dean
SECRETARY
Harriette Taite
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **RHODEN CARLOS D**

Address: **74 MIDTOWN PARK W STE 108**

City, State, Zip: **MOBILE, AL 36606-4100**

Repeat Group Number: **97** Item # **9**

Lot Description: **LOT 7 SUBDIV OF LOTS 7 & 8 BLK 8 MURRELL TRT BEING SAME PPTY CONVEYED TO SAID JOSEPH JONES BY DELLA ISOM BY DEED 8-24-46 & REC IN DBK 409/330 SAID PPTY BEING THE MURRELL TRT AS PER PLAT DBK 102 NS P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 088.XXX) 2660 MURRELL LANE**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		18,600	$	0.0125	$	232.50
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	1	$	7.00	$	7.00
		Total Project Cost:			$	489.50

Sheli a Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **SMITH STEPHEN**
Address: **1905 SAINT MONICA DR**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **97** Item # **11**

LOT 4 SUB LOTS 7 & 8 SQ 8 MURRELL TRT DBK 102 P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 091.XXX) 2668 MURRELL LANE

Nuisance Date: 10/14/2025
Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		18,600	$	0.0125	$	232.50
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	520.50

Shelia Dean
SECRETARY
Marchetta Dante
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **KZZ INVESTMENTS LLC**
Address: **18211 HOLLY BEND DR**
City, State, Zip: **HOUSTON, TX 77084**
Repeat Group Number: **97** Item # **12**

W 1/2 OF LOT 4 SUB OF LOT 6 BLK 8 MURRELL TRT DBK 135 P 19 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 077.XXX) 2665 MURRELL LANE

Nuisance Date: 10/14/2025
Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

Date lot was cut:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,592	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	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **STALLWORTH DEVONYA**

Address: **2537 KOOL AVE**

City, State, Zip: **DALLAS, TX 75241-2924**

Repeat Group Number: **97** Item # **13**

LOT 23 BLK 3 RESUB OF RESUB OF 1ST UNIT GULF HGTS MBK 5 PG 633 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 104.XXX) 609 PETIT AVENUE

Nuisance Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

Date lot was cut:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,374	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**

Sheila Dean
SECRETARY
Marsheita Jute
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **JONES JOHNNY A**

Address: **5091 WASHINGTON BLVD**

City, State, Zip: **THEODORE, AL 36582-2154**

Repeat Group Number: **97** Item # **14**

LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVENUE

Lot Description: 10/14/2025

Nuisance Date: N/A Contractor: N/A

Date lot was cut:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,775	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 Pecan
SECRETARY

Marlette Davis
INSPECTOR

SECRETARY

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **JOHNSON BARBARA ANN &**
KELVIN TYRON JOHNSON
C/O YOLANDA TURNER
Address: **2946 WINDCHASE BLVD**
City, State, Zip: **HOUSTON, TX 77082**
Repeat Group Number: **97** Item # **15**

LOTS 13 & 14 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 018.XXX) 613 BELSAW AVENUE

Nuisance Date: 10/14/2025
Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

Date lot was cut:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,648	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**382.00**

Shelia Perryman
SECRETARY
Marchette Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **KENNEDY NELLIE W, RENALDO T,**
RENALD T FERGUSON
& TREMAINE FERGUSON

Address: **1521 BAYONNE DR**

City, State, Zip: **LA PLACE, LA 70068-3113**

Repeat Group Number: **10** Item # **16**

LOT 42 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 371.XXX) 1863 MOTT DRIVE S

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,510	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**282.00**

Shelia Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **TERRY LULA GAMBLE,**
JOHNNY GAMBLE, ELLA
GAMBLE WILMER, TONY GAMBLE,

Address: **2502 PHILPOT AVE**

City, State, Zip: **SELMA, AL 36703-1939**

Repeat Group Number: **97** Item # **17**

Lot Description: **LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 103.XXX) 607 PETIT AVENUE**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,425	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**482.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **JONES IDA MAE**

C/O MARY CARMEN WILLIAMS

Address: **1129 BALTIMORE ST**

City, State, Zip: **MOBILE, AL 36605-1572**

Repeat Group Number: **97** Item # **18**

Lot Description: **N 47 1/2 FT OF LOTS 1 & 2 BLK 1 GAYNOR TRT DBK 156 P 127 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 066.XXX) 1120 PARTRIDGE STREET**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

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		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	355.00

Sheqiara Dean
SECRETARY

Marchetta Hunte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

January 12, 2026

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Repeat Group Number: **97** Item # **19**

Lot Description: **E 50 FT OF LOT 5 BLK 22 OF TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 003 (29 10 28 4 003 056.XXX) 1651 WEXFORD STREET**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,635	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	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
January 12, 2026

Lot Owner: **S & H WHOLE SALE LLC**

Address: **2111 WHISTLER ST**

City, State, Zip: **PRICHARD, AL 36610-2019**

Repeat Group Number: **97** Item # **20**

Lot Description: **LOT 7 BLK 7 SIMS 2ND ADD DB K 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 045.XXX) 702 PILLANS STREET**

Nuisance Date: 10/14/2025

Date lot was cut: 1/6/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,500	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**282.00**

SECRETARY

INSPECTOR

SUPERVISOR

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 97** 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate* ***$1,000.00*** *to* ***Ariel W. Holloway Elementary School****, from District* ***1*** *Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Ariel W. Holloway Elementary School****,* is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Ariel W. Holloway Elementary School****, will be used to assist with* ***Teacher's Appreciation*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,000.00*** *to* ***Ariel W. Holloway Elementary School*** *for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate* ***$3,000.00*** *to* ***Mobile Museum of Art****, from District* ***1*** *Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Mobile Museum of Art****,* is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile Museum of Art****, will be used to assist with* ***the Art After Dark event,*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$3,000.00*** *to* ***Mobile Museum of Art*** *for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate* ***$1,500.00*** *to* ***The Showers Foundation****, from District* ***1*** *Discretionary Funds (10041020 42080)*; and

WHEREAS, ***The Showers Foundation****,* is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***The Showers Foundation****, will be used to assist with* ***the 32nd Annual Spring Fling Music Festival scheduled for April 9-12, 2026,*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,500.00*** *to* ***The Showers Foundation*** *for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$2,000.00*** *to* ***Coastal Alabama Down Syndrome Society****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Coastal Alabama Down Syndrome Society****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Coastal Alabama Down Syndrome Society****,* will be used to *assist with the Alabama State Special Olympics Volleyball Championship Team.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,000.00*** *to* ***Coastal Alabama Down Syndrome Society****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$700.00*** *to* ***Kings Mill Homeowners Association****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Kings Mill Homeowners Association****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Kings Mill Homeowners Association****,* will be used to *assist with the installation of speed bumps.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$700.00*** *to* ***Kings Mill Homeowners Association****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,000.00*** *to* ***Liberty Learning****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

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

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Liberty Learning****,* will be used to *assist with the Super Citizen Program.*

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

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate **$2,500.00** to **MudBottom Revival**,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***MudBottom Revival**,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***MudBottom Revival**,* will be used to *assist with the 2026 Music Festival.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,500.00** to **MudBottom Revival**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$8,000.00*** *to* ***The Village of Springhill****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Village of Springhill****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***The Village of Springhill****,* will be used to *assist sidewalks, architectural design, landscape plan, securing State funding, grass medians and installation of pavers in roundabout.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$8,000.00*** *to* ***The Village of Springhill****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Kelsi Tippery, Grants Developer

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Brookley by the Bay Southern Activation Zone - City of Mobile." Utilizing GOMESA funding in 2020, the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley. The acquisition allowed the City of Mobile to design a transformative park to allow visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay. This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access. The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total amount of this agreement is $3,500,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

Amount of Contract:
$3,500,000

Funding Source
GOMESA

ATTACHMENTS:
1. Cover Letter Brookley
2. RESOLUTION-GOMESA Brookley
3. City of Mobile Brookley by the Bay G-CMBBSAZ-25-CM FTG

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

January 15, 2026

Dear Councilmembers:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Brookley by the Bay Southern Activation Zone - City of Mobile." Utilizing GOMESA funding in 2020, the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley. The acquisition allowed the City of Mobile to design a transformative park to allow visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay. This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access. The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total amount of this agreement is $3,500,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

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 is authorized to accept and receive GOMESA grant funding in the amount of $3,500,000.00 from the Alabama Department of Conservation and Natural Resources (ADCNR) in support of the Brookley by the Bay Project. There is no match requirement.

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

Adopted:

_____
City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-CMBBSAZ/25/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to leverage funding to provide roadway and pedestrian path infrastructure to access Brookley by the Bay Park, as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

    a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
    b. Mitigation of damage to fish, wildlife, or natural resources;
    c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
    d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
    e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide,

in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end February 1, 2029.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION FIVE HUNDRED THOUSAND and 00/100 ($3,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. **INDEMNIFICATION AND HOLD HARMLESS:**

    a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

    b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

    c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for

six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS ($5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

    In the event that proration of appropriated funds from which the State is to pay the Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of

renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that 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 can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

    All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

    To ADCNR:

    Attention: Christopher M. Blankenship, Commissioner
    Alabama Department of Conservation and Natural Resources
    64 N. Union St., Suite 468
    Montgomery, AL 36130

    All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

    To Grantee:

    City of Mobile
    Attention: Spiro N. Cheriogotis,
    Mayor 205 Government Street
    Mobile, AL 36602

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

_____
Christopher M. Blankenship
Commissioner

Date: _____

GRANTEE:

_____
Spiro N. Cheriogotis, Mayor
City of Mobile

EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Brookley by the Bay Southern Activation Zone - City of Mobile

Utilizing GOMESA funding in 2020 (G-CMBA/20/CM), the City of Mobile acquired approximately 98 acres for public access along Mobile Bay's western shore just east of the Mobile Aeroplex at Brookley (Figure 1). The acquisition allows visitors access to beaches, open fields, large tree canopies, as well as unique ecosystems such as tidal flats, marshes, forested wetlands, and shallow lagoons along Mobile Bay (Figure 2).

This GOMESA project will fund preconstruction services and assist with funding construction costs necessary to complete construction of the roadway and pedestrian path infrastructure that will provide public access to the waterfront park. Utilizing a combination of GOMESA and City

funding, approximately 5,200 linear feet of vehicular roadway and 3,300 linear feet of multi-use pedestrian pathway will be designed and constructed for the park entrance off Broad Street and associated pedestrian access (Figure 3). The necessary work to achieve project completion of the access improvements includes pre-construction costs such as site surveys and investigations, engineering & design, and permitting associated with the roadway, pathway, drainage, lighting, utilities, and landscape construction. The total cost of achieving project completion of both preconstruction and construction activities for the vehicular and pedestrian enhancements is estimated to be approximately $13M. The GOMESA project component of the funding will provide $3.5M to leverage a City of Mobile funding contribution covering the remaining balance of approximately $9.5M.

This project meets several GOMESA Authorized Uses including coastal protection and restoration, mitigation of damage to fish, wildlife, and natural resources, implementation of a federally approved marine, coastal, or comprehensive conservation management plan, and mitigation of the impact of outer Continental Shelf activities through the funding of an onshore infrastructure project. Upon completion, the access improvements will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats. Improvements to the roadway and pedestrian paths will reduce environmental impacts by minimizing erosion and protecting natural habitats. The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to improve ecosystem function and resilience through protection, restoration, and conservation along shorelines through Ecosystem Restoration and Protection – 3 (ERP – 3). Ecosystem Restoration and Protection - 5 (ERP-5) strives to enhance public access to the water and natural landscapes under. In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) aims to increase opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will expand outdoor public recreation opportunities and preserve and enhance an important connection to Mobile Bay in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited.

Project Duration:

This project is expected to take approximately thirty-six (36) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Pre-Construction Costs including Surveys, Environmental Investigations, Geotechnical, Material Testing Services, Engineering & Design, and Permitting Associated with Demolition, Utilities, Lighting, Landscaping, Pedestrian Pathway, and Roadway Infrastructure	$1,000,000
2	Leveraging of Construction Costs Associated with Demolition, Utilities, Lighting, Pedestrian Path, and Roadway Infrastructure, Construction Engineering & Inspection, and Construction Administration	$2,500,000
	Total GOMESA Funding Not to Exceed	**$3,500,000**
City of Mobile Contribution (remaining Construction Costs and such other amounts as necessary to achieve design and construction completion of vehicular and pedestrian access improvements)		$9,492,991
	Estimated Total Project Cost	$12,992,991

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____

Spiro N. Cheriogotis, Mayor
City of Mobile

Figure 1: Brookley by the Bay Park Overview



Figure 2: Current Landscape at Brookley by the Bay Park



Figure 3: Vehicular and Pedestrian Access Design & Construction



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Kelsi Tippery, Grants Developer

Sponsored by:

Purpose and Scope of Project:
The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Mobile Riverfront Park Enhancements Phase III – City of Mobile." Phase III of the Mobile Riverfront project will enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park bulkhead replacement and park enhancements (Phase I and II) to the northern end of the city-owned riverfront improvements. The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases. This agreement total is $4,000,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

Amount of Contract:
$4,000,000

Funding Source
GOMESA

ATTACHMENTS:
1. Cover Letter Riverfront
2. RESOLUTION-GOMESA Riverfront Park Enhancements

3. Mobile Riverfront Park Enhancements Phase III G-MRPIII-25-CM FTG

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

January 15, 2026

Dear Councilmembers:

The attached agreement is between the City of Mobile and the State of Alabama Department of Coastal and Natural Resources (ADCNR) for the project entitled, "Mobile Riverfront Park Enhancements Phase III – City of Mobile." Phase III of the Mobile Riverfront project will enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park bulkhead replacement and park enhancements (Phase I and II) to the northern end of the city-owned riverfront improvements. The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases. The total of this agreement is $4,000,000.

Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

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 is authorized to accept and receive GOMESA grant funding in the amount of $4,000,000.00 from the Alabama Department of Conservation and Natural Resources (ADCNR) in support of the Mobile Riverfront Park Enhancements Project. There is no match requirement.

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

Adopted:

_____
City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-MRPIII/25/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to assist with construction of an elevated boardwalk and relocation of culvert and waterline infrastructure, as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

    a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
    b. Mitigation of damage to fish, wildlife, or natural resources;
    c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
    d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
    e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end February 1, 2029.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION and 00/100 ($4,000,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. **INDEMNIFICATION AND HOLD HARMLESS:**

    a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

    b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

    c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for

six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS ($5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

    In the event that proration of appropriated funds from which the State is to pay the Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of

renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that 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 can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating

controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

    All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

    To ADCNR:

    Attention: Christopher M. Blankenship, Commissioner
    Alabama Department of Conservation and Natural Resources
    64 N. Union St., Suite 468
    Montgomery, AL 36130

    All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

    To Grantee:

    City of Mobile
    Attention: Spiro N. Cheriogotis,
    Mayor 205 Government Street
    Mobile, AL 36602

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article

1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

_____
Christopher M. Blankenship
Commissioner

GRANTEE:

_____
Spiro N. Cheriogotis, Mayor
City of Mobile

Date: _____

EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase III – City of Mobile

The City of Mobile is revitalizing the Riverfront Park along the Mobile River to reestablish the community riverfront area in downtown Mobile. Utilizing $8M in GOMESA funds, the Mobile Riverfront Phase I project (G-CMRPE/21/CM) began in 2022 and is currently underway. The Phase I project repairs/replaces approximately 80 linear feet of the Great Lawn bulkhead and approximately 55 linear feet along the South Coffer Cell. Beginning in 2024, $4M in Phase II GOMESA project (G-CMRPEII/24/CM) funding is helping leverage the Phase I shortfall to complete the construction of the South Coffer Cell as well as upland Park amenity enhancements to the Great Lawn area. The Phase I and Phase II projects utilize funding to ensure riverfront infrastructure provides the foundation for obtaining the city's vision and complements the completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

This GOMESA project will fund Phase III of the Mobile Riverfront project to enhance resiliency, walkability, and enhance connectivity, linking the Cooper Riverside Park enhancements to the northern end of the city-owned riverfront improvements (Figure 1). The Phase III enhancements will include geotechnical, engineering & design, and construction for the relocation of approximately 400' of existing 8' x 5' storm drain culvert, relocation of approximately 300' of existing 20" waterline and construction of an elevated boardwalk area to establish a connection among Phases (Figure 2).

This project meets several GOMESA Authorized Uses including coastal protection and restoration, mitigation of damage to fish, wildlife, and natural resources, implementation of a federally approved marine, coastal, or comprehensive conservation management plan, and mitigation of the impact of outer Continental Shelf activities through the funding of an onshore infrastructure project. Upgrades to the culvert and waterline will reduce environmental impacts by more effectively managing stormwater runoff, minimizing erosion, and improving water quality, thereby enhancing ongoing efforts to protect natural resources. The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to improve ecosystem function and resilience through protection, restoration, and conservation along shorelines through Ecosystem Restoration and Protection – 3 (ERP – 3). Ecosystem Restoration and Protection - 5 (ERP-5) strives to restore and expand human connections to nature as a mechanism for improving environmental protection. In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) aims to increase opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will provide additional infrastructure to expand outdoor public recreational opportunities and preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited.

Project Duration:

This project is expected to take approximately thirty-six (36) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs; (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Permitting, Geotechnical, Engineering & Design Associated with the Storm Drain Culvert, Waterline, and Elevated Boardwalk	$500,000
2	Construction Costs Associated with the Storm Drain Culvert, Waterline, Elevated Boardwalk, Construction Engineering & Inspection, and Construction Administration	$3,500,000
	Total GOMESA Funding Not to Exceed	**$4,000,000**
City of Mobile Contribution (or such amount as necessary to achieve GOMESA Phase III project completion)		$686,100
	Estimated Total Project Cost	$4,686,100

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of

damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

_____

Spiro Cheriogotis, Mayor
City of Mobile

Figure 1: Mobile Riverfront Park Overall Site Plan

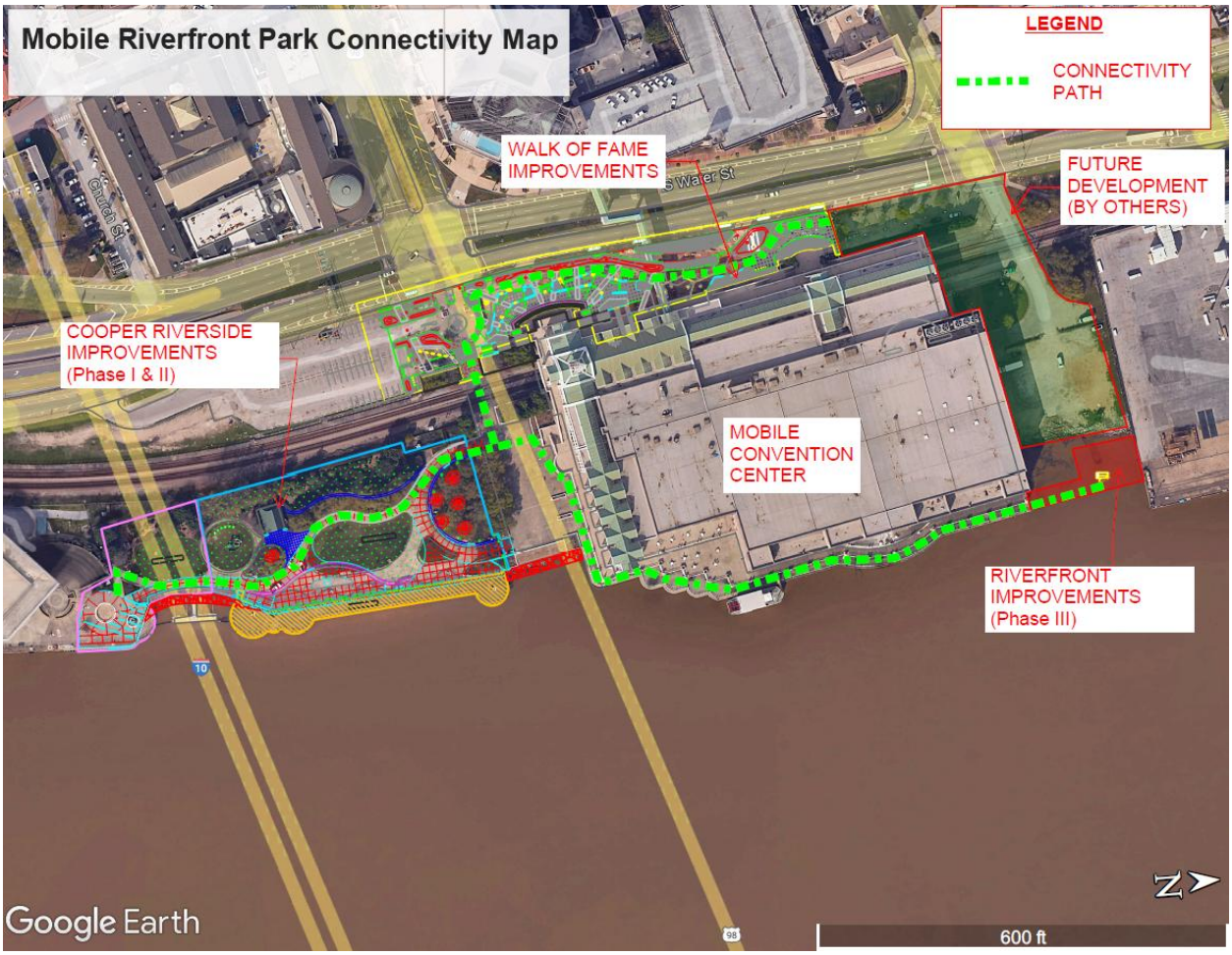
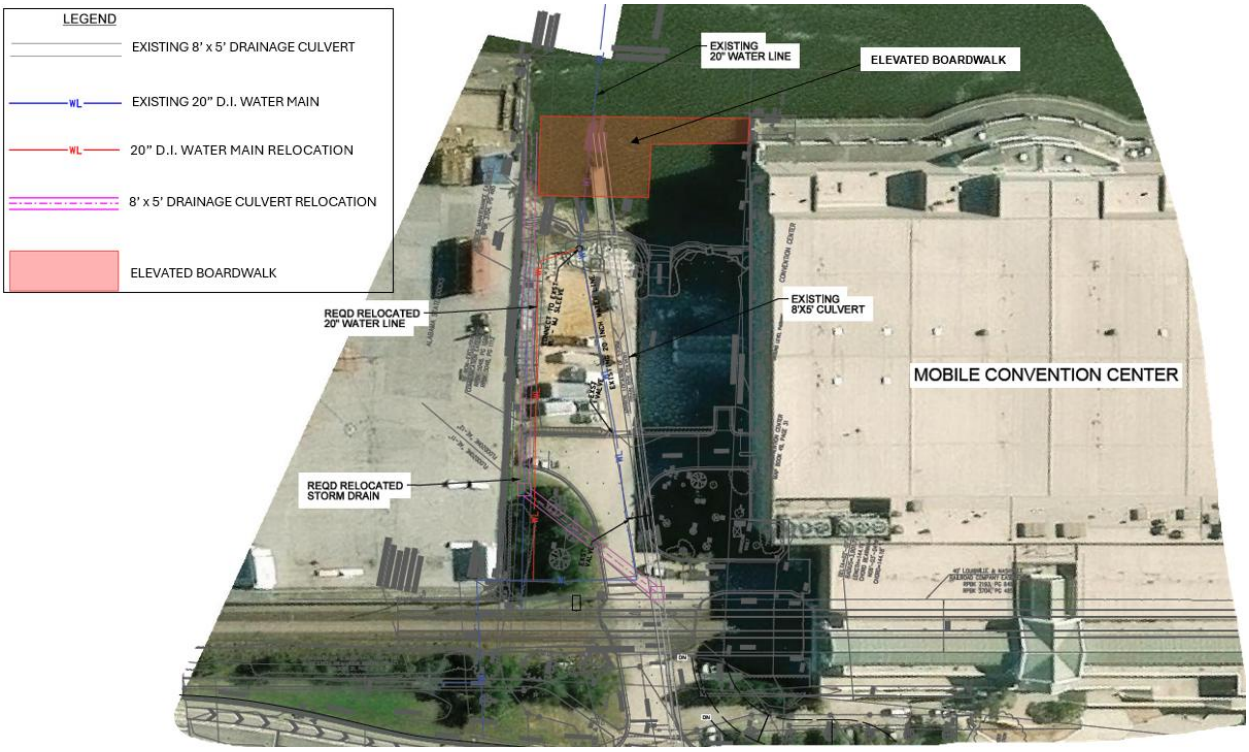


Figure 2: Mobile Riverfront Park Phase III Improvements



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve proposed Bid award to various vendors for janitorial supplies. Price good for one year, renewable for two additional one-year periods.

Amount of Contract:
N/A, as needed at Item-based unit pricing

Funding Source
General fund

ATTACHMENTS:
1. 20260115 Janitorial Agenda Package Bids

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Janitorial Supplies

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to various vendors for janitorial supplies. Price good for one year, renewable 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 6015

How many bidders received bid packages (if applicable): 13 +Internet

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

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)
6015	Janitorial Supplies	194	See bid tab	For one year, then renewable for two additional one-year periods	(21950) Bay Paper Company, Inc; (151000) Office Solutions & Innovations, Inc

Adopted:

_____

City Clerk

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	ITEM	DESCRIPTION	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM
2			21950				151000				298761		
3			BAY PAPER				OSI				IMPERIAL DADE		
4	1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.	$19.50	CASE	NORAMCO RST2432.45XLW	500/CS CALCULATED .039/BG	$34.58	CS	NORRST2432XLW - LINER, 24X 32, 12-16 GAL, WHITE, 0.35, CORELESS, STAR, 1000/CS; SOLD 1000/CS - $34.58/CS	SOLD 1000/CS - $34.58/CS CALCULATED .034/BG	NO BID		
5	2781	DEGREACHSER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.	$31.10	CASE	KEMPER DYNOMITE	4-1GAL/CS	$38.46	CS	SFPN203804 - BH-38 - BUTYL CLEANER. INDUSTRIAL STRENGTH, BUTYL - BASED CLEANER/DEGREACHSER.	ECONOMICALLY HANDLES A VARIETY OF CLEANING JOBS.			
6	5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED , 5/CS) OR EQUAL TO.	$16.87	CASE			$ 17.56	5/CS	BWK4020RED - PAD, FLOOR, BUFFING, 20", RD				
7	5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.	$18.67	CASE			$ 14.60	5/CS	BWK04017NAT - PAD, FLR, C-17" NT HAIR				
8	5142	COFFEE STIRRER. BWKSTR*U* 525B10	$10.34	CASE	CRYSTALWARE 5BSS101000	10/1000/CASE	$ 1.52	1/1000/PACK	COFFEE STIRRER. BWKSTRU525B10	BWKSTRU525B10 - STRAW, STIR, JMB, 5.25IN, BK 1000/PK 10/CT			
9	5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.	$19.50	CASE	NORAMCO RST2432.45XLW	500/CS	$ 34.58	1000/CS	NORRST2432XLW - LINER, 24X 32, 12-16 GAL, WHITE, 0.35, CORELESS, STAR, 1000/CS; SOLD 1000/CS - $34.58/CS	SOLD 1000/CS - $34.58/CS			
10	5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88	$234.02	EACH			$ 125.67	EACH	BWKJCARTGRA - CART, JNTR, W/ZP YL BG, GY				
11	6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).	$58.46	CASE	GOJO 965124	24/CS	$ 51.72	CASE	GOJ965124 - SANITIZER, HAND PUREL 4OZ., 24/4OZ.				
12	6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**	$48.34	CASE			$ 41.29	CASE	JOY 43606CT - CLEANER, DSHWSH, JOY, 8/38 OZ.				
13	6991	DEODERANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.	$10.63	CASE	FRESH PRODUCTS 3PB-F-20-BX	12/CS	$ 7.69	12/CS	BWKU03CT - BLOCK, 3 OZ URINAL				
14	6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.	$74.32	CASE			$ 67.13	CASE	WDF10383 - CLEANER; HAND; BAR; LAVA; 4OZ.				
15	6993	MOPS WET, 18 OZ., #2289 BWK116C - OR EQUAL TO.	$39.90	CASE	ABCOCD50016	6/CASE CALCULATED 6.65/MOP	$ 4.14	EACH	CD - 50016 - ABCO COTTON DECK MOP #16 WOOD HANDLE W/CLEAR COATING 12/CS				
16	6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CD50032) OR EQUAL TO.	$40.73	CASE			$ 7.26	EACH	CD - 50032 - ABCO COTTON DECK MOP #32 WOOD HANDLE W/CLEAR COATING 6/CS	7.26/MOP = 43.56/CS			
17	6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS	$76.20	CASE			$ 11.30	EACH	BWK1460 - HANDLE, DSTMP, CLP, 15/16X60				

	A	B	C	D	E	F	G	H	I	J	K	L	M
18	6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"X5", O'DELL M365CH, EACH. OR EQUAL TO.	$12.42	EACH			$ 6.36	EACH	DD-91536W - ABCO WHITE DISPOSABLE DUST MOP 5" X 36" 12/CS				
19	6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.	$1.65	PAIR			$ 1.44	PAIR	OSIBTLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109); CONSISTS OF BOARDWALK 32 OZ BOTTLE AND BOARDWALK TRIGGER SPRAY				
20	7001	CLEANER, BOWL, 12 QT/CS . STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.	$26.80	CASE	NCL BATHROOM PLUS	12QT/CS	$ 27.79	CASE	SPN711603 - NABC - NON ACID DISINFECTANT BATHROOM CLEANER. READY-TO-USE.	KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. NO. 5741-18. 12/32 OZ./CS INCLUDES MOP			
21	7003	COMET CLEACHNER, CLEACHNSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.	$43.28	CASE			$ 41.63	CASE	PGC32987CT - 24/21 OZ.				
22	7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.	$15.89	CASE			$ 12.50	CASE	BWKB04BX - SANITARY, 4OZ. BOWL BLOCK/ DZ.				
23	7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**	$44.00	CASE			$ 46.14	CASE	CLO35306CT - CLEANER, 409 FORMULA, 32 OZ. - 12/32OZ.				
24	7006	409 CLEANER, CLEANER REFILL FOR 409, 4 1 GALLON PER CASE. **NO SUBSTITUTIONS**	$44.73	CASE			$ 46.44	CASE	CLO35300CT - CLEANER, FORMULA 409- 1 GAL (4-128OZ)				
25	7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO60148CT, 12/14 OZ/CASE) OR EQUAL TO.	$38.72	CASE			$ 30.73		CLO60148CT - CLEANER, PINE 14/12,YL, 12/28 OZ.				
26	7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE. BWK4734 OR EQUAL TO.	$30.83	CASE	KROWN BAY PINE	4-1GAL/CS	$ 25.52	CASE	01763-C4002 - KOR CHEM PINE CLEANER MULTI-PURPOSE CLEANER & DEODORIZER CONCENTRATED W/PINE OIL 4/1 GAL	KOR CHEM PINE CLEANER			
27	7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.	$56.78	CASE			$ 46.58	CASE	AMY23318 - STEEL, WOOL, SP PD, 12-18PK				
28	7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.	$65.08	CASE			$ 58.85	CASE	PGC16673CT - DETERGENT, TDEWD, HE, 2/129OZ.				
29	7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL	NO BID	NO BID	NO BID		NO BID	NO BID	NO BID				
30	7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.	$25.71	CASE			$ 24.52	CASE	BWK410CT - SOAP, LOTION, GAL, 4/CT, 4/1 GAL				
31	7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 0Z/CASE) OR EQUAL TO.	$39.23	CASE			$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
32	7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.	$73.12	CASE	438-5108	12/CS 15OZ (6.093/CAN 0.406/OZ)	$ 55.56	CASE	438-5102 - CHASE PRODUCTS AEROSOL FLYING INSECT KILLER 12/18OZ.	(4.63/CAN 0.257/OZ)			
33	7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12 18 OZ/CS) OR EQUAL TO.	$49.70	CASE			$ 42.23	CASE	BWK347ACT - POLISH, STAINLESS, STEEL				

	A	B	C	D	E	F	G	H	I	J	K	L	M
34	7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.	$45.10	CASE	CHASE DUST & MORE 438-5157	12/CS	$ 50.16	CASE	SPN609900 - DUST MOP/DUST CLOTH TREACHTMENT - READY-TO-USE FORMULA - 12/20Z CANS., NET 16OZ.	USED TO PICK UP DUST, LINT AND SOIL, REDUCING THE WEACHR AND ABRASION ON FLOOR FINISHES FROM SAND AND SOIL, AND PROLONGING THE FLOOR FINISH LIFE.			
35	7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.	NO BID	NO BID	NO BID		$ 8.41	BAG	A40G - BALCONES #40 BAG ABSORB-N-DRY OIL DRY ***MUST BUY FULL PALLET OF 50 BAGS*** 1/BG.				
36	7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.	$85.70	CASE			$ 7.76	EACH	BWKBR10002 - BROOM, MIX, WRHS, LAQ HND, 6				
37	7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL B10001/ BWKBR10002 DOZEN) OR EQUAL TO.	$85.70	CASE			$ 7.76	EACH	BWKBR10002 - BROOM, MIX, WRHS, LAQ HND, 6				
38	7040	BOWL BRUSH, BRUSH #4533 TOILET BOWL. EACH. (BOARDWALK BWK00160, EACH. CWZ24418471.) OR EQUAL TO.	$1.07	EACH			$ 1.13	EACH	BWK00160 - MOP, BOWL, 12" HND, 25/CT, WH; SOLD 25/CS ($28.25/CS)				
39	7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407	$6.55	EACH			$ 4.87	EACH	BWKCM22024 - MOP, CTN, 24OZ. SCRW TYP, 12				
40	7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.	$0.00	EACH			$ 9.30	EACH	BWK732R - MOP, HD, LF, RYN, 32 OZ.				
41	7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.	$1.15	EACH			$ 1.13	EACH	BWK00160 - MOP, BOWL, 12" HND, 25/CT, WH; SOLD 25/CS ($28.25/CS)				
42	7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.	$9.95	EACH			$ 2.83	EACH	GJO02406 - DUSTPAN; PLASTIC; HD; 12"				
43	7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.	$9.70	EACH	ABCO 361410		$ 11.32	EACH	PP-LDPBK - PERFORMANCE PLUS LOBBY DUST PAN W/36" METAL HANDLE BLACK				
44	7050	POLISH, FURNITURE, JOHNSON LEMON SHINE-UP, 12-16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.	$51.49	CASE	CHP5136	12/CS	$ 39.95	CASE	BWK346ACT - POLISH, FURNITURE, LEMON				
45	7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.	$39.44	EACH			$ 29.64	EACH	BWK44GLWRGRA - RECEPTACLE, WASTE, RND, GY				
46	7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE.) OR EQUAL TO.	$25.09	CASE			$ 14.68	CASE	BWK174 - SPONGE, MED DTY, SCRUB, GN				
47	7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.	$32.63	CASE			$ 32.31	CASE	CPC14278CT - CLEANER, AJAX, OXGBLCH, 21 OZ., 24/21 OZ.				

	A	B	C	D	E	F	G	H	I	J	K	L	M
48	7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12-15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.	$39.23	CASE			$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
49	7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**	$18.24	GALLON	BNAWM700018175		$ 17.31	EACH	BNAWM700018174 - CLEANER, HARDWD REFIL				
50	7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.	$39.23	CASE			$ 46.67	CASE	5157 - CHASE PRODUCTS AEROSOL QUATERNARY DISINFECTANT SPRAY 12/16.5OZ				
51	7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSY DVOCCBD991206, 6/19 OZ/CASE.	$35.49	CASE			$ 32.78	CASE	DVOCBD991206 - CLEANER, BREACK UP, OVEN				
52	7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.	$4.90	EACH			$ 4.78	EACH	BWKCM22024 - MOP, CTN, 24 OZ., SCRWTYP,12				
53	7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.	$3.97	EACH			$ 6.72	EACH	BWK834 - HANDLE, MOP, LIEFLAT, SCREW				
54	7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.	$63.43	CASE			$ 55.88	CASE	KCC91552CT - SOAP, FOAM, MOIST, LTFL, 6/CT				
55	7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788YEL, (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.	$57.37	each			$ 92.18	EACH	IMP7Y26363Y - COMBO SET, WRNGR/BCKT				
56	7116	CLEACHNSER SPIC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.	$147.83	CASE			$ 115.53	CASE	PGC31973CT - CLEANER, SPC/SPN, PWDR, 27 OZ. - 12/27CT.				
57	7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.	$79.23	CASE	NCL ONE COAT 25		$ 59.74	CASE/PAIL	**SPN544504** - SUNNY SIDE - EXTREMELY HIGH GLOSS NON-BUFF FINISH THAT LEVELS SMOOTHLY TO HIGHLIGHT FLOORS. 5 GAL/PAILS	USED TO HIGHLIGHT FLOORS WITH THE ULTIMATE SHINE. CONTAINS NO INTENTIONALLY ADDED PFAS.			
58	7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL	$247.63	EACH	RCP757688YEL		$ 249.91	EACH	RCPFG757688YEL - BUCKET, DP WRN, 44QWB2, YL				
59	7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.	$34.48	EACH			$ 32.15	EACH	SJMTI790TBK - DISPENSER, TWL, ULTRA, BK				
60	7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA	$25.38	EACH			$ 24.42	EACH	BWK32GLWRGRA - WASTEBASKET, 32 GAL, GY				

	A	B	C	D	E	F	G	H	I	J	K	L	M
61	7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS { CITY COMMODITY #16213} GRAY IN COLOR , THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.	$110.70	EACH			$ 106.23	EACH	RCP264788GRA - CONTAINER, DOME TP F/44GY				
62	7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141	$28.86	CASE			$ 22.68	EACH	HOS6141 - LINER, FEM HYGIENE, BN				
63	7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).	$40.93	CASE			$ 38.53	CASE	SJN696503 - CLEANER, WINDEX, 4/1 GAL/CASE				
64	7177	DISINFECTANT KROWN DUAL BOWL CLEACHNER (NABC BATHROOM CLEACHNER -REST STOP), CLEACHNER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.	$26.80	CASE	NCL BATHROOM PLUS	12/CS	$ 27.29	CASE	SPN711603 - NABC - NON ACID DISINFECTANT BATHROOM CLEANER. READY-TO-USE.	KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. NO 5741-18. 12/32 OZ./CS INCLUDES MOP			
65	7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.	$32.67	CASE			$ 32.13	CASE	DIA84014CT - SOAP, LIQD DIAL GLD, 12/7.5OZ. /CT				
66	7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH), OSIFLRSQG18 (SQUEEGEE - UNGMW450) (HANDLE (UNGAL14T0) OR EQUAL TO.	$38.43	EACH			$ 29.51	EACH	OSIFLRSQG18 - SQUEEGEE, 18" (UNGMW450) & HANDLE (UNGAL14T0); DUAL ITEM (UNGMW450/UNGAL140) - BID PRICE $23.54 COMBINED				
67	7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.	$70.51	EACH			$ 57.84	EACH	KCC09746 - DISPENSER, PAPER TOWEL, SKE				
68	7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.	$61.03	CASE	NCL BARE BONES	4/1GAL	$ 59.51	CASE	SPN008404 - SHINELINE EMULSIFIER PLUS - FINISH AND WAX STRIPPER. 4/1 GAL.	QUICKLY REMOVES HEACHVY BUILD-UPS AND BURNISHED FLOOR FINISH. USE WITH HOT OR COLD WATER. LIGHTLY FRAGRANCED			
69	7212	TOILET SEACHT COVER DISPENSERS, DISPENSER TOILET SEACHT COVER, UNIVERSAL TYPE, SCOTT/ KIMBERLY-CLARK TOILET SEACHT DISPENSER #09506 **{ The city purchases Scott/Kimberly-clark #7410 toilet sEACHt covers}*. VENDOR TO PROVIDE BOARDWALK BWKKD100, EACH.	$21.02	EACH			$ 11.77	EACH	BWKKD100 - DISPENSER, TOILETS CVR, WH; SOLD 2/BOX ($23.54/BX)				
70	7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.	$10.79	EACH			$ 5.95	EACH	BWK1436 - FRAME, DUSTMP, 36X5, MTL				
71	7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**	$72.45	CASE	NCL ETERNITY		$ 89.28	CASE	SPN302204 - AIRLIFT FRESH SCENT-GENERAL PURP0OSE DEODORANT CONCENTRATE. 4/1 GAL CS	FRESH SCENT FRAGRANCE			

	A	B	C	D	E	F	G	H	I	J	K	L	M
72	7239	TIME MIST MODEL 32-1111 TM DISPENSER	$24.65	EACH	R42 DISPENSER		$ 20.62	EACH	TMS1047717 - DISPENSER, TIMMST, WH				
73	7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**	NO BID	NO BID	NO BID	CAN'T FIND 96OZ BOTTLES	$ 20.49	CASE	CLO30966CT - DISINFECTRANT, BLEACH, 3/121 OZ.				
74	7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042 6/1 GAL/CS), PUREBRIGHT BLEACH, OR EQUAL TO.	$17.50	CASE		6 GALLONS PER CASE	$ 16.97	CASE	KIK11006755042 - CLEANER, BLEACH, REG, 6/1 GAL	6 GALLONS PER CASE			
75	9369	MILDEW REMOVER, TILEX,12EACH. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.	$50.83	CASE	NCL TRIGGER	12/CS	$ 44.99	CASE	SPN711003 - RJ8 - TILE & GROUT REJUVENATOR. FIGHTS MOLD AND MILDEW STAINS AND SOAP SCUM ON A VARIETY OF SURFACES.	12/32 OZ. CASE - **THE SPN ITEM IS 32 OZ (NOT 16 OZ AS IN YOUR DESCRIPTION)**			
76	9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL.	$21.24	CASE			$ 19.28	CASE	GEN1508 - TOWEL, M-FOLD, 9.25X9.5, NT, 12/334/CT				
77	9633	TOWELS, PAPER, HARD ROLL 8" X 800' BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.	$28.87	CASE	MARCAL NP6800	6/CS	$ 22.83	CASE	MORR6800 - TOWEL, HRDWND KFT, 8X800, (6/800/CT)				
78	9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC6J6, 1000/CS.	$25.36	CASE			$ 22.73	CASE	DCC6J6 - CUP, 6OZ., FOAM, 1M/CTN,WHT - 1000/CT				
79	9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.	$60.94	CASE			$ 77.31	CASE	SCC4BRCT - CUP, CONICAL, RLD RIM, 4OZ. - 5000CT				
80	9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800' SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.	$28.87	CASE	MARCAL NP6800	6/CS	$ 22.83	CASE	MORR6800 - TOWEL, HRDWND KFT, 8X800, (6/800/CT)				
81	9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.	$22.95	CASE			$ 49.89	CASE	KCC01510 - TOWEL, SCOTT, C-FLD PPR, WE; BAY PAPER@ $25.94/CT (05/24), 12/200/CT	12/200 CT			
82	9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.	$87.97	CASE			$ 50.31	CASE	BWKV030QPW - WIPES, DRC, 12X13, QF, WH - 1080/CT				
83	9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626, GEN218, PACIFIC BLUE 1458001/14500, OR EQUAL TO.	$53.64	CASE	GEN218 96/1000SHT	96/1000SHEET	$ 43.96	CASE	BWK6145 - TISSUE, 500 2 PLY, 4X3, 96 ROLLS/1000/CT				
84	9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.	NO BID	NO BID	NO BID		$ 75.76	CASE	ECC7-P - EMPRESS PAPER COLD CUP 7 OZ., "COOL WAVE" STOCK PRINT 25/100 CS - 2500/CT				
85	9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.	$10.58	ROLL	WESTERN FFCB12BOD2004		$ 12.12	ROLL	BWK7202 - FILM, FOOD, 12 IN X 2000FT, CR				
86	9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.	$214.73	ROLL			$ 63.11	ROLL	E245-H EMPRESS HEAVY DUTGY ROLL FOIL 24" X 500' 90 GUAGE 1 - ROLL	1 ROLL - 24" X 500			

	A	B	C	D	E	F	G	H	I	J	K	L	M
87	9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.	$46.79	CASE	MARCAL B50096	96/CS	$ 43.96	CASE	BWK6145 - TISSUE, 500 2 PLY, 4X3, 96 ROLLS/1000/CT				
88	9661	KNIVES PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWKN, 1000/CS. OR EQUAL TO.	$16.88	CASE			$ 23.83	CASE	BWKKNIHWPPBIW - KNIFE, HWPP, IW, BK - 1000/CT				
89	9662	SPOONS PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIWS, 1000/CS) OR EQUAL TO.	$16.88	CASE			$ 22.87	CASE	BWKTSHWPPBIW - TEASPOON, HWPP, IW,BK - 1000/CT				
90	9663	FORKS PLASTIC, HEACHVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWF, 1000/CASE. OR EQUAL TO.	$16.88	CASE			$ 24.00	CASE	BWKFORKHWPPBIW - FORK, HWPP, BLACK, WH - 1000/CT				
91	9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.	$11.39	CASE			$ 11.60	CASE	B8500 - MORCON 9" X 9", BEVERAGE NAPKIN WHITE 1 - PLY 8/500 CS				
92	9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.	$37.79	CASE			$ 34.57	CASE	DCC10J10 - CUP 10OZ., FOAM, 1M, CT, WHT - 1000/CT				
93	9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES	$29.13	BUNDLE		500 PER BUNDLE	$ 27.07	BUNDLE	BAGGK20500 - BAG, GROC, 20#, KRAFT, 500/BD				
94	9671	COVER TOILET SEACHT, PAPER , SCOTT/KIMBERLY-CLARK #7410. **{MUST FIT SCOTT #9526 SEACHT COVER DISPENSERS IN USE IN THE CITY}** VENDOR TO PROVIDE BOARDWALK BWKK5000b, 5000/CASE.	$36.43	CASE	CRYSTALWARE 1150	20/250/CS	$ 45.31	CASE	BWKK5000B - COVER, TOILETS, 250BX, 5M/CT - 5000/CT				
95	9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701 . OR EQUAL TO.	$91.58	CASE			$ 50.31	CASE	BWKV030QPW - WIPES, DRC, 12X13, QF, WH - 18/56 CT				
96	9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.	$20.44	CASE	ECO-PAX AP6125	8/125/CS	$ 19.55	CASE	DCC6PWCR - PLATE, FOAM, 6", 125PK, WHT - 1000/CT				
97	9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE ** .	$21.18	CASE		200 PER CASE	$ 15.33	CASE	PCTYTD199030000 - CONTAINER, 2 TAB CONV, 3CM, WH	150/CT			
98	9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK	$26.14	CASE	NCEPTION	1000 PER CASE	$ 29.95	CASE	PP12 - 12OZ PLASTIC CUP - POLYPROPYLENE - 1000/CT				
99	9690	CUPS, CLEACHR PLASTIC, 7 oz size, 100/SLEEVE.	$41.48	CASE	NCEPTION	2500 PER CASE	$ 50.43	CASE	BWKTRANSCUP7CT - CUP, PLAS, 7OZ., 25/100,TR - 2500/CT				
100	9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.	$42.09	CASE			$ 39.67	CASE	DCC12J12 - CUP, 12 OZ., FOAM, 1M, CTN, WHT - 1000/CT				
101	9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.	$26.14	CASE			$ 29.95	CASE	PP12 - 12OZ PLASTIC CUP - POLYPROPYLENE - 1000/CT				
102	9698	TOWELS WYPALL, SIZE 10" X 13 .2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.	$80.44	CASE			$ 71.85	CASE	KCC05796 - WIPES, C-PLL, 10X13WH, 2/200 CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
103	9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.	$25.32	CASE	MARCAL JRT02	12/CS	$ 35.15	CASE	BWK6101 - TISSUE, 9" 1 PLY JUMBO, 12/2000/CT				
104	9796	SOAP ANTI BACTERIAL MANUFACTURERED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.	$43.27	CASE		6 PER CASE	$ 41.99	CASE	5031-420-02 - INOPAK STYLE ANTIBACTERIAL W/.3% PCMX GOLD HAND SOAP 4/1 GAL; CPC26991 DISCONTINUED.	4/1 GAL CT			
105	10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.	$19.74	CASE	NORAMCO RST2423XLB	1000/CS	$ 22.23	CASE	NORRST2423XLB - LINER, 24X 23, 7/10 GAL, BLACK, 0.35, CORELESS, STAR, 1000/CS	7/10 GAL/1000/CS			
106	10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.	$30.31	CASE	NORAMCO RT2432-L	1000/CS	$ 30.30	CASE	NORRST2432XLB - LINER, 24X32, 12-16 GAL, BLACK, 0.35, CORELESS, STAR, 1000/CS				
107	10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.	$15.30	CASE	NORAMCO RST3036LW	.65MIL 200/CS	$ 15.15	CASE	NORRST3036LW - LINER, 30X36+, 20 - 30 GAL, WHITE, 0.65, CORELESS, STAR, 200/CS.				
108	10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.	$14.74	CASE	NORAMCO RST3858LW	100/CS	$ 15.46	CASE	NORRST3858LW - LINER, 38X58,55 GAL, WHITE, 0.65, CORELESS, STAR, 100/CS.				
109	10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.	$13.98	CASE	NORAMCO RST3339LW	150/CS	$ 13.54	CASE	NORRST3339LW - LINER, 33X39, 33 GAL, WHITE, 0.65, CORELESS, STAR, 150/CS				
110	10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481WX. PROLINK MT481XW. OR EQUAL TO.	$12.31	CASE	NORAMCO RST4046LW	100/CS	$ 12.91	CASE	NORRST4046LW - LINER, 40X46, 40-45 GAL, WHITE, 0.65, CORELESS, STAR, 100/CS				
111	10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.	$26.18	CASE	NORAMCO RPGB6171	100/CS	$ 22.48	CASE	NORRT3858XH - LINER, 38X58, 55 GAL, BLACK, X-HEAVY, CORELESS, STAR, 100/CS				
112	10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.	$34.49	CASE	NORAMCO RPGB6181	100/CS	$ 32.24	CASE	NORRT3858XXH - LINER, 38X58, 55 GAL, BLACK, XX-HEAVY, CORELESS, STAR, 100/CS.				
113	10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.	$13.90	CASE	NORAMCO RPGB4071		$ 13.12	CASE	NORRT3339XH - LINER, 33X39, 33 GAL, BLACK, X-HEAVY, CORELESS, STAR, 200/CS; SOLD 200/CS ($26.24/CS)				
114	10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNX3.	$5.70	EACH	BWK09201		$ 3.99	EACH	IMP9201 - PLUNGER, PROFESSIONAL				
115	10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.	$59.94	CASE	SC JOHNSON RAID 365961		$ 57.61	CASE	SJN386220 - INSECTICIDE, RAID, ANT 7 ROACH. 12/17.5 OZ./CT				
116	10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543	NO BID	NO BID			$ 9.35	PACK	UFSN250CW01 - WIPES, CLOTH, CLEANING, 16 OZ.				

	A	B	C	D	E	F	G	H	I	J	K	L	M
117	11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY	NO BID	NO BID			$ 29.64	EACH	BWK44GLWRGRA - RECEPTACLE, WASTE, RND, GY				
118	11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790, BWKV040CGW, OR EQUAL TO.	$113.97	CASE	KCC 05790	900/CS	$ 13.72	CASE	BWKV040CGW - WIPES, 10X11.5, DRC, CP,200	200/CT			
119	13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEACHVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL.	$50.43	CASE			$ 57.91	CASE	BWKPLTHIPS10WH3 - PLATE, 3 COMPRTMNT, 10" , WH				
120	13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE, SPARTAN DMQ (GALLON/SPN106204), OR EQUAL TO.	NO BID	NO BID		BOTH P&G ITEMS DISCONTINUED	$ 46.47	CASE	SPN106204 - DMZ - DAMP MOP NEUTRAL DISINFECTANT CLEANER KILLS HBV AND HCV ON INANIMATE SURFACES. EPA REG. #5741-20 - 4/1 GL CT	PGC82707DISCONTINUED - SPN106204 (DMQ) - 64 IN USE GALLONS PER GALLON OF CONCENTRATE AT RECOMMENDED DILUTION.			
121	13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.	$71.99	CASE			$ 76.61	CASE	KCC41025 - WIPES, WP X80 SHOP JMB, WH - 900/RL				
122	13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.	$21.62	CASE			$ 20.44	CASE	DCC5BWWC - BOWL, 5/6 OZ. , NON-LAM, CNCORD, 1000/CT				
123	13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS. .	NO BID	NO BID		CAN'T FIND	$ 43.76	CASE	SPN319403 - OVENS & GRILL CLEANER 12/1 QUART	PROVIDES RAPID PENETRATION AND EMULSIFICATION OF TOUGH SOILS SUCH AS BAKED-ON CARBON, GREASE AND FOOD DEPOSITS.			
124	13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.	$38.55	CASE		3700 PER CASE CALCULATED $.010/NAPKIN	$ 37.09	CASE	1717 - MORCON 16"X16" DINNER NAPKIN WHITE - 1 - PLY/4 FOLD 12/250 CS - 3000/CT	3000/CS CALCULATED $.012/NAPKIN			
125	13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL	$42.71	CASE	ECO-PAX		$ 27.35	CASE	81000 - GENPAK CELEBRITY 10.25" WHITE PLATE POLYSTYRENE FOAM 4/125 CS				
126	13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.	$21.77	CASE	ECO-PAX		$ 20.26	CASE	80900 - GENPAK CELEBRITY 8.88" WHITE PLATE POLYSTYRENE FOAM 4/125 CS - 500 CT				
127	13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.	$78.84	CASE	B7827		$ 20.91	CASE	WIN202 - TISSUE, TOLT, 2 PLY, NPRF, JMB; SOLD 12/1000/CT ($41.82/CT)				
128	13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.	$24.57	CASE	BWKNUS	12/CS	$ 19.96	CASE	BWKNUS - SCREEN, URINAL, BLOCK, NPARA - 12/BOX				
129	13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEACHNER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**	NO BID	NO BID			$ 69.50	CASE	BET0872300 - DISINFECTANT, FLOR, 19 OZ, 12, 12/20 OZ./CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
130	13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.	NO BID	NO BID			$ 60.57	CASE	BET10862300 - DISINFECTANT, CTR, 15.5 OZ, 12				
131	13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**	NO BID	NO BID			$ 46.88	CASE	BET3901200 - BETCO GE FIGHT BAC RTU - 12/1 QUART/CT				
132	13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.	$86.06	CASE			$ 59.03	CASE	NICP92084CT - WIPES, HAND INSTNT SNTZNG 6/300/CT				
133	13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM	$469.56	CASE	SMP13008		$ 442.62	CASE	SMP13008 - CLEANER, SMPL GRN, 55 LIQ - 6/1/CT				
134	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ., 12/CASE	$66.77	CASE			$ 37.70	CASE	DIA35470 - SOAP; HAND; LIQ; ANTIBAC; 11OZ. 12/11 OZ./CT				
135	13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.	$33.28	CASE	EMPRESS 21251	12/CS	$ 28.67	CASE	BWK6273 - TOWEL, ROLL, 2 PLY, 12/250 CT WH				
136	14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SJN695155, 12/32 OZ/CASE. SJN322338 8/32 OZ/CASE	$31.48	CASE			$ 32.78	CASE	SJN322338 - CLEANER, WINDEX GLASS, BE 8/32 OZ./CT				
137	15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW4223OCT, 6/30/CASE) OR EQUAL TO.	$54.53	CASE			$ 44.84	CASE	ITW42230CT - WIPES, CLEAN, HAND, 6/30/CT				
138	15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISLE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.	$5.28	EACH			$ 10.86	EACH	IMP9152W - SIGN, WET FLR, BILNGL				
139	15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.	$37.67	EACH			$ 31.43	EACH	IMP7704 - DOLLY, GATOR, PLAS, BK				
140	15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050	NO BID	NO BID			$ 8.41	EACH	A40G - BALCONES #40 BAG ABSORB-N-DRY OIL DRY *MUST BUY FULL PALLET OF 50 BAGS* 1/BG.				
141	15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEACHR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.	NO BID	NO BID			$ 35.67	CASE	NORRST3858X1C - LINER, 38 X 58, 55 GAL, CLEAR, 1.5, CORELESS, STAR, 100/CS				
142	15746	DEODORIZER ODOR COUNTERACTANT ODOR ELIMINATOR CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.	$72.45	CASE	NCL ETERNITY	4-1GAL/CS	$ 40.15	CASE	911062-G4 - CLEAN CONTROL ODOBAN DEODORIZER & DISINFECTANT CONCENTRATE EUCALYPTUS 4/1 GAL/CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
143	15919	WIPES, BLEACH FREE, DISINFECTANT, CLOTH, 7" X 8", 35 WIPES PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.	$23.03	CASE			$ 20.82	CASE	GJOW75F - WIPES; DISINFECTING; 6/75/CT				
144	15947	PLATES, PAPER 6" WHITE, UNCOASTED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE	$21.57	CASE			$ 16.04	CASE	AJMPP6AJKWH - PLATE, PPR, UNCTD, 61000 WH 1000/CT				
145	15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.	$79.95	CASE			$ 38.15	CASE	PPMAFL-05 - PERFORMANCE PLUS METERED AEROSOL FRESH LINEN 7 OZ. CAN AIR FRESHENER 12/CS				
146	15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.	$79.95	CASE			$ 38.15	CASE	PPMAOS-02 PERFORMANCE PLUS METERED AEROSOL ORCHARD SPICE 7 OZ. AIR FRESHENER 12/CS				
147	15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.	$79.95	CASE			$ 38.15	CASE	PPMACG-03 - PERFORMANCE PLUS METERED AEROSOL CITRUS GROVE 7 OZ. CAN AIR FRESHENER 12/CS				
148	15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.	$79.95	CASE			$ 38.15	CASE	PPMAM-01 - PERFORMANCE PLUS METERED AEROSOL MANGO 7 OZ. CAN AIR FRESHENER 12/CS				
149	15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.	$79.95	CASE			$ 38.15	CASE	PPMALM-04 - PERFORMANCE PLUS METERED AEROSOL LAVENDER MEADOW 7 OZ. CAN AIR FRESHENER 12/CS				
150	15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.	$25.05	EACH			$ 20.62	EACH	TMS1047717 - DISPENSER, TIMMST, WH				
151	15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE. GENPAK82100. OR EQUAL TO.	$27.08	CASE			$ 23.94	CASE	82100 - GENPAK CELEBRITY 12 OZ. BOWL POLYSTYRENE FOAM 8/125 CT - 1000/CT				
152	16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION). OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER- UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.	NO BID	NO BID			$ 53.19	EACH	UNGEDPBR - DUSTPAN; W/BROOM; BK				

	A	B	C	D	E	F	G	H	I	J	K	L	M
153	16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEACHR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**	$58.46	CASE			$ 51.72	CASE	GOJ965124 - SANITIZER, HAND PUREL 4OZ., 24/4OZ.				
154	16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEACHR, PURELL #9652, HOJ365912CT 12-12OZ/CT, OR EQUAL TO.	NO BID	NO BID		ITEM DISCONTINUED BY PURELL	$ 61.39	CASE	GOJ365912CT - SANITIZER, PURELL, ORGL, CLR 12/12 OZ./CT				
155	16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEACHLTHCARE, **NO SUBS**	$0.00				$ 10.31	BOX	JOJ4444 - BAND AID; FLEXIBLE; 1" - 100 BOX				
156	17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.	$36.99	CASE	MARCAL 880-B	6/CS	$ 29.96	CASE	MORW6800 - TOWEL, HARD RL, 7.87", 1PLY 6/800/CT				
157	17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**	NO BID	NO BID			NO BID	NO BID	NO BID				
158	17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.	NO BID	NO BID			$ 5.57	BOX	BWK345MCT - GLOVES, LATEX, PF,M,NT,1K 100/BOX				
159	17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460, EACH.) OR EQUAL TO.	$2.92	EACH		THREADED HANDLE	$ 15.65	PAIR	OSIPSHBRM2460 - PUSH BROOM, 24" (BWK20124) & HANDLE (BWK122); DUAL ITEM (BWK20224/BWK122)				
160	17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**	$44.10	CASE			$ 38.13	CASE	KCC91592 - SOAP, KLNX LUX FOAM SKCLNS 2/1200 ML/CT				
161	17342	HANDS FREE SOAP DISPENSER FOR #17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**	NO BID	NO BID			$ 39.69	EACH	KCC32504 - DISPENSER, SKIN CARE, BK				
162	17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.	$111.55	CASE			$ 101.90	CASE	KCC25702 - TOWEL, SCOTT, HI CAP, 1 PLY 6/1150/CT				
163	17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL., 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.	$19.00	CASE	RPGB4671 NORAMCO	100/CS	$ 30.01	CASE	NORRT4047XXH - LINER, 40X 46, 40-45 GAL, BLACK, XX-HEAVY, CORELESS, STAR, 100/CS				
164	17360	PAPER TOILET, 2 PLY WHITE, CORELESS KC 04007, 36 ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**	$68.53	CASE			$ 63.97	CASE	KCC04007 - TISSUE, CORLS2PLY, 1000SHRL 36/1000/CT				

	A	B	C	D	E	F	G	H	I	J	K	L	M
165	17373	CLEACHNER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.	$34.00	CASE	NCL IMAGE	4-1GAL/CS	$ 32.96	CASE	SPN301604 - DAMP MOP-FLOOR CLEANER CONCENTRATE 4/1 GAL/CT	FOR MAINTENANCE OF HIGH GLOSS FINISHES. NO RINSING NEEDED.			
166	17375	BAGS TRASH, 55-60 GALLON, HEACHVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K7663ZK 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.	NO BID	NO BID			$ 10.92	CASE	NORTUFF20 - LINER, 33X48, 55-60 GAL, BLACK, 3, CORELESS, STAR, 20/CS				
167	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	$80.29	CASE	NICP3872	12/CS	$ 79.67	CASE	NICP13872 - WIPES, HAND SANIT, CLOTH, 12/160/CT				
168	17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.	NO BID	NO BID			$ 36.96	CASE	NORRSB505115B - LINER, 50X51, 65 GAL, BLACK, 1.5,CORELESS, STAR, 100/CSS				
169	18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.	NO BID				$ 13.72	CASE	BWKV040CGW - WIPES, 10X11.5, DRC, CP, 200/CT				
170	18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805	$25.32	CASE	MARCAL JRT02	12/CS	$ 21.58	CASE	BWK410320 - TISSUE, TT,JUMBO, 2PLY 12/CT				
171	18309	SOAP TIDE DETERGENT, FLOOR CLEACHNER, P&G PGC02364 TIDE FLOOR CLEACHNER 36LB/BOX PER CARTON	$129.14	BOX			$ 119.55	BOX	PGC02364 - CLEANER; ALL-PRPSE; FLR 36LB/EA				
172	18490	2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU	NO BID				NO BID	NO BID	NO BID				
173	18491	32 oz SPRAY BOTTLE 96/CS OFF-SET NECK	NO BID	NO BID			$ 1.44	PAIR	OSIBTLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109); CONSISTS OF BOARDWALK 32 OZ BOTTLE AND BOARDWALK TRIGGER SPRAY	SEE ITEM 6999			
174	18492	DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH ORDENONE, CLEACHN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.	NO BID	NO BID			$ 47.81	CASE	SPN601900 - AIRLIFT XCELENTE ODOR ELIMINATOR- ODOR NEUTRALIZER FOR STRONG, COMPLEX MALODORS SUCH AS SMOKE, URINE AND MILDEW. FRESH LAVENDER FRAGRANCE. 12/20 OZ. CANS, NET 16 OZ.				
175	18493	BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52 " WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.	NO BID	NO BID			$ 41.78	CASE	NORRSB57752B - LINER, 57X75, 90-96 GAL, BLACK, 2, CORELESS, STAR, 100/CS				
176	18494	SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)	$39.69	CASE		8/5/CS	$ 14.68	CASE	BWK174 - SPONGE, MED DTY, SCRUB, GN	MEDIUM DUTY			
177	18495	BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS	NO BID	NO BID			$ 37.54	CASE	NORRSB445516B - LINER, 44X55, 56 GAL, BLACK, 1.6, CORELESS, STAR, 100/CS				

	A	B	C	D	E	F	G	H	I	J	K	L	M
178	18496	TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.	$27.25	EACH	MLLEGDFB020304		$ 19.78	EACH	MLLEGDFB020304 - MAT, 2X3, ECOGUARD				
179	18497	PROCTOR AND GAMBLE DAWN ULTRA PLATUNUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.	$7.47	EACH	PGC52366		$ 5.88	EACH	PGC52364 - DAWN DISH SPRAY SK FRESH 6/16 OZ				
180	18498	COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.	NO BID	NO BID			$ 5.05	EACH	BWK824 - SQUEEGEE, 8" HD, 21" HANDLE				
181	18499	MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 ¾" x DIAMETER 9". 2 GALLON BUCKET CAPACITY. PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.	NO BID	NO BID			$ 19.57	EACH	UNGQB12B - BUCKET; PRO; 3 GAL				
182	25000	KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal, 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON	$12.57	CASE			$ 12.88	CASE	BWK1DK100 - BAG, DRWSTRING, KTCHN, 13G, WH				
183	25001	GARBAGE BAG LINERS, HERK1475QK, LINEACHR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.	NO BID	NO BID			$ 41.78	CASE	NORRSB57752B - LINER, 57X75, 90-96 GAL, BLACK, 2, CORELESS, STAR, 100/CS				
184	25002	CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.	$35.87	CASE		6/CASE	$ 20.82	CASE	GJOW75F - WIPES; DISINFECTING; 12/75/CT	12/75/CT			
185	25003	CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803	$49.66	CASE	CLO35420CT	4/CS	$ 45.59	CASE	CLO35420CT - CLEANER, W/BLEACH, 128 OZ. - 4/GAL/CT				
186	25004	CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805	$43.23	CASE		9/CS	$ 45.89	CASE	CLO35417CT - CLEANER, CLEAN UP, W/BLEACH - 9/32/CT				
187	25005	Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810	NO BID				$ 20.94	CASE	PGC08285CT - DETERGENT; DAWN; OGNL; 12/7.5 OZ./CT				
188	25006	Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502	$25.18	PACK			$ 7.06	PACK	BWK186 - PAD, SCOUR, H-DTY, 6X9, GN 15/CT				
189	25007	BRUTE CONTAINER SQUARE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.	$84.68	EACH			$ 80.37	EACH	RCP3530 - DOLLY, SQ BRUTE 28, 40,50G				
190	25008	NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.	$22.11	CASE			$ 17.84	CASE	PNHL20 - PERFORMANCE PLUS ROUND BURNISHING PAD NATURAL BLEND LIGHT HAIR 20" 5/CS				
191	25009	AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504	NO BID				$ 3.86	BOX	BWK380LCTA - GLOVES, NITRL, PF, L, 1000, BE 100/BOX				

	A	B	C	D	E	F	G	H	I	J	K	L	M
192	25010	Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.	$4.93	EACH	P36960-EACH PERFORMANCE PLUS		$ 4.13	EACH	BWK951TEA - BROOM, TOY/LOBBY, CORN, 39" L				
193	25011	DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000	$21.02	EACH	BWKKD100		$ 11.77	EACH	BWKKD100 - DISPENSER, TOILETS CVR, WH; SOLD 2/BOX ($23.54/BX)				
194	25012	TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.	NO BID	NO BID			$ 79.79	EACH	OSICAN32BLUSET - TRASH CAN, RUBBERMAID BRUTE 32 GALLOW BLUE ROUND ()RCP263100BE), AND DOLLY (RCP264000BK).				
195	25013	44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.	NO BID	NO BID			$ 37.54	CASE	NORRSB445516B - LINER, 44X55, 56 GAL, BLACK, 1.6, CORELESS, STAR, 100/CS				
196	25014	BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON	$21.12	PAIL			$ 21.07	PAIL	BWKHURACAN40 - SOAP, LAUNDRY, PWDR 40LB PAIL, WE				
197	25015	BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEACHN SCENT	$25.04	PAIL			$ 23.31	PAIL	BWK340LP - DETERGENT, LAUNDRY, HE, PW DR 18/LB/PL				

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

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 deliverd F.O.B. Mobile to:
12/04/2025	6015	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Monday, December 22, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

JANITORIAL SUPPLIES

The City of Mobile requests bids for the following items as the per attached RFQ. Pricing shall remain firm for one (1) year after award.

At the option of the City and the successful Vendor, the award may be extended for three (3) additional one (1) year periods.

Quote pricing and quote units as specified on the RFQ.

On items with more than one (l) acceptable choice. you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.

All substitutions must be indicated on the RFQ document near the description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item.

If vendor states a vendor item number that item must also state manufacturers make and model number. Failure to indicate this will be entered as a no bid on that item.

It is the responsibility of the vendor to provide the City with the necessary catalogs, samples, or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Samples will not be returned to the vendor.

The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.

The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the quality needs of the City of Mobile.

All quantities purchased will be based on an as needed basis by City Departments.

All items/orders to be delivered to departments as specified on each individual purchase order.

All prices quoted are to be delivered prices F.O.B. Mobile.

The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded.

All quantities purchased will be based upon an as needed basis by City Departments.

Plastic Trash Bags: Shall be factory packaged in wide, flat boxes that allow for easy bag removal, one bag at a time. Bags that are received folded and stuffed into non-standard boxes that require removal and unfolding of bags will **NOT** be accepted. Rolled trash bags are **NOT** acceptable.

Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from future janitorial bids.

If you do not wish to bid on the following categories, yet wish to remain on the bid lists for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to the specific items that you wish to be listed for, otherwise removal may occur.

No Bid Bond is required.

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

THIS BID WILL BE AWARDED ON AN ITEM BASIS.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

			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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Remember to return this original bid sheet signed along with the attached RFQ.

IF ITEM DESCRIPTION STATES:

- NO SUBS OR NO SUBSTITUTIONS THEN NO SUBS OR NO SUBSTITUTIONS WILL BE ALLOWED FOR THAT ITEM.
- IF MANUFACTURER HAS DISCONTINUED ITEM, PLEASE STATE THAT BY THE ITEM DESCRIPTION.
- IF MANUFACTURER HAS CHANGED THE PACKAGING, PLEASE STATE THAT BY THE ITEM DESCRIPTION.

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.

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.

NOTICE TO BIDDERS:

YOUR BID WILL BE REJECTED, IF YOU DO ANY OF THE FOLLOWING:

- Do not indicate substitutions.
- Do not provide literature and specifications on substitutions.
- Do not indicate packaging on substitutions.
- Use your In-House Stock Numbers only. Be sure to list Manufacturer's Names and Stock Numbers.
- The City will not accept In-House or Private Label Brands.
- If you make a substitution, you must state manufacturer, packaging, and provide literature and specifications. Failure to provide the above will cause your bid to be rejected.
- All literature and specifications must accompany your bid. The City will NOT call if you do not provide the information and your bid will be rejected.
- Make sure that the packaging you are quoting matches the packaging in the description. If not, state your packaging.

Due to the problems associated with substitution of products:

- The City will decide what is equal.
- Substitution of Name brands i.e., 409, Mr. Clean, etc. will not be allowed.
- Packaging must be stated: oz/can/case, etc.
- Assume all previously submitted literature is no longer on file.
- Literature not included with product bid will cause rejection.

SPECIAL NOTE:

- **If your pricing and descriptions are handwritten, they must be legible. If the City is unable to determine what the price is and/or what product you are bidding, the City**

reserves the right to reject your bid. The City will not call to clarify pricing and/or description of the product bid.

NOTE:

- DUE TO CHANGES IN PACKAGING OF TRASH BAG INDUSTRY, THE CITY WILL ADJUST THE CASE PACKS AS NEEDED. BID YOUR STANDARD PACKAGING.

NOTE:

- PRIVATE LABELS ON IN-HOUSE BRANDS ARE THOSE PRODUCTS THAT ARE PACKAGED, LABELED, AND SOLD BY YOUR COMPANY ONLY AND ARE NOT AVAILABLE FOR SALE BY OTHER COMPANIES. THE CITY OF MOBILE DOES NOT ACCEPT THESE JANITORIAL PRODUCTS.

NOTE:

- BIDDERS SHALL HAVE A PLACE OF BUSINESS WITHIN 20 MILES OF THE CITY LIMITS OF CITY OF MOBILE TO ALLOW PICK-UP OF PRODUCTS AS NEEDED.

CITY OF MOBILE ITEM LIST -FREQUENTLY ORDERED

LINE #	ITEM	DESCRIPTION	PRICE	UOM	ITEM
1	1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.			
2	2781	DEGREASER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.			
3	5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED , 5/CS) OR EQUAL TO.			
4	5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.			
5	5142	COFFEE STIRRER. BWKSTR*U* 525B10			
6	5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.			
7	5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88			
8	6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).			
9	6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**			
10	6991	DEODERANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.			
11	6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.			
12	6993	MOPS WET, 18 OZ., #2289			
13	6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CD50032) OR EQUAL TO.			
14	6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS			
15	6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"X5", O'DELL M365CH, EACH. OR EQUAL TO.			
16	6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.			

17	7001	CLEANER, BOWL, 12 QT/CS . STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.			
18	7003	COMET CLEANER, CLEANSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.			
19	7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.			
20	7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**			
21	7006	409 CLEANER, CLEANER REFILL FOR 409, 4-1 GALLON PER CASE. **NO SUBSTITUTIONS**			
22	7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO40187, 12/28 OZ/CASE) OR EQUAL TO.			
23	7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE.			
24	7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.			
25	7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.			
26	7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL			
27	7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.			
28	7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 0Z/CASE) OR EQUAL TO.			
29	7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.			
30	7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12-18 OZ/CS) OR EQUAL TO.			
31	7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.			
32	7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.			
33	7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.			
34	7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL B10001/ BWKBR10002 DOZEN) OR EQUAL TO.			

35	7040	BOWL BRUSH, BRUSH #4533 TOILET BOWL. EACH. (BOARDWALK BWK00160, EACH. CWZ24418471.) OR EQUAL TO.			
36	7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407			
37	7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.			
38	7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.			
39	7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.			
40	7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.			
41	7050	POLISH, FURNITURE, JOHNSON LEMON SHINE-UP, 12-16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.			
42	7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.			
43	7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE.) OR EQUAL TO.			
44	7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.			
45	7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12-15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.			
46	7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**			
47	7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.			
48	7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSY DVOCCBD991206, 6/19 OZ/CASE.			
49	7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.			
50	7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.			

51	7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.			
52	7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788YEL, (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.			
53	7116	CLEANSER SPIC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.			
54	7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.			
55	7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL			
56	7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.			
57	7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA			
58	7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS { CITY COMMODITY #16213} GRAY IN COLOR , THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.			
59	7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141			
60	7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).			
61	7177	DISINFECTANT KROWN DUAL BOWL CLEANER (NABC BATHROOM CLEANER -REST STOP), CLEANER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.			
62	7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.			
63	7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH) OR EQUAL TO.			

64	7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.			
65	7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.			
66	7212	TOILET SEAT COVER DISPENSERS, DISPENSER TOILET SEAT COVER, UNIVERSAL TYPE, SCOTT/ KIMBERLY-CLARK TOILET SEAT DISPENSER #09506 **{ The city purchases Scott/Kimberly-clark #7410 toilet seat covers}*. VENDOR TO PROVIDE BOARDWALK BWKKD100, EACH.			
67	7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.			
68	7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**			
69	7239	TIME MIST MODEL 32-1111 TM DISPENSER			
70	7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**			
71	7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042, 6/1 GAL/CS) OR EQUAL TO.			
72	9369	MILDEW REMOVER, TILEX,12EA. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.			
73	9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL.			
74	9633	TOWELS, PAPER, HARD ROLL 8" X 800' BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.			
75	9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC6J6, 1000/CS.			
76	9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.			
77	9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800' SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.			
78	9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.			
79	9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.			
80	9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626 VENDOR TO PROVIDE VONDREHLE 5501, 96 ROLLS/1000 SHEETS/ CASE.			

81	9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.			
82	9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.			
83	9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.			
84	9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.			
85	9661	KNIVES PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWKN, 1000/CS. OR EQUAL TO.			
86	9662	SPOONS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIWS, 1000/CS) OR EQUAL TO.			
87	9663	FORKS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWF, 1000/CASE. OR EQUAL TO.			
88	9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.			
89	9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.			
90	9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES			
91	9671	COVER TOILET SEAT, PAPER , SCOTT/KIMBERLY-CLARK #7410. **{MUST FIT SCOTT #9526 SEAT COVER DISPENSERS IN USE IN THE CITY}** VENDOR TO PROVIDE BOARDWALK BWKK5000b, 5000/CASE.			
92	9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701 . OR EQUAL TO.			
93	9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.			
94	9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE ** .			
95	9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK			
96	9690	CUPS, CLEAR PLASTIC, 7 oz size, 100/SLEEVE.			
97	9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.			
98	9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.			
99	9698	TOWELS WYPALL, SIZE 10" X 13 .2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.			

100	9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.			
101	9796	SOAP ANTI BACTERIAL MANUFACTURERED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.			
102	10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.			
103	10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.			
104	10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.			
105	10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.			
106	10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.			
107	10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481WX. PROLINK MT481XW. OR EQUAL TO.			
108	10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.			
109	10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.			
110	10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.			
111	10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNX3.			
112	10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.			
113	10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543			
114	11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY			

115	11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790.			
116	13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEAVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL.			
117	13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE			
118	13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.			
119	13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.			
120	13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS. .			
121	13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.			
122	13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL			
123	13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.			
124	13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.			
125	13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.			
126	13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEANER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**			
127	13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.			
128	13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**			
129	13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.			
130	13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM			

131	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ., 12/CASE			
132	13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.			
133	14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SJN695155, 12/32 OZ/CASE. SJN322338 8/32 OZ/CASE			
134	15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW4223OCT, 6/30/CASE) OR EQUAL TO.			
135	15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISLE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.			
136	15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.			
137	15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050			
138	15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEAR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.			
139	15746	CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.			
140	15919	PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.			
141	15947	PLATES, PAPER 6" WHITE, UNCOASTED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE			
142	15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.			
143	15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.			
144	15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.			
145	15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.			

146	15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.			
147	15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.			
148	15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE. GENPAK82100. OR EQUAL TO.			
149	16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION): OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER- UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.			
150	16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEAR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**			
151	16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEAR, PURELL #9652 **NO SUBS**			
152	16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, **NO SUBS**			
153	17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.			
154	17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**			
155	17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.			
156	17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460,			
157	17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**			
158	17342	HANDS FREE SOAP DISPENSER FOR # 17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**			

159	17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.			
160	17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL., 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.			
161	17360	ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**			
162	17373	CLEANER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.			
163	17375	BAGS TRASH, 55-60 GALLON, HEAVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K7663ZK 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.			
164	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.			
165	17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.			
166	18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.			
167	18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805			
168	18309	SOAP TIDE DETERGENT, FLOOR CLEANER, P&G PGC02364 TIDE FLOOR CLEANER 36LB/BOX PER CARTON			
169		2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU			
170		32 oz SPRAY BOTTLE 96/CS OFF-SET NECK			
171		DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH ORDENONE, CLEAN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.			
172		BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52 " WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.			
173		SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)			
174		BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS			

175		TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.			
176		PROCTOR AND GAMBLE DAWN ULTRA PLATUNUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.			
177		COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.			
178		MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 ¾" x DIAMETER 9". 2 GALLON BUCKET CAPACITY. PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.			
179		KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal, 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON			
180		GARBAGE BAG LINERS, HERK1475QK, LINEAR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.			
181		CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.			
182		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803			
183		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805			
184		Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810			
185		Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502			
186		BRUTE CONTAINER SQAURE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.			
187		NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.			
188		AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504			
189		Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.			

190		DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000			
191		TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.			
192		44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.			
193		BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON			
194		BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEAN SCENT			

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: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to B & L Cable Construction LLC for fiber optic cable for Hillsdale Park.

Amount of Contract:
$15,408.50

Funding Source
General fund.

ATTACHMENTS:
1. 20260114 BL Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to B & L Cable Construction LLC for fiber optic cable for Hillsdale Park.
General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,408.50

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: Sealed bid 5966.

How many bidders received bid packages (if applicable): 3 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

R E S O L U T I O N

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
5438	2026	(5000) INFORMATION TECHNOLOGY	FIBER OPTIC CABLE FOR HILLSDALE PARK (SEALED BID 5966)	$15,408.50	(284224) B&L CABLE CONSTRUCTION LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BID #5966 ITEM #3 AND YOUR QUOTE.			
001	HILLSDALE PARK FIBER OPTIC COMMUNICTION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5966 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047 The Above Line Item Is For Department: PUB SAF AD	1.00 JOB	0.00000	0.00
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Description: 2Buried (Trenched or	10.00	714.00000	7140.00

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install Rate Qty Quoted Price 10.00 714 7,140.00 The Above Line Item Is For Department: PUB SAF AD	LINEARFOOT		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			7140.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Buried (Trenched or Directional Drilling) duct HDPE SDRII - dual conduits, SDRII 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install Rate Qty Quoted Price 12.50 461 5,762.50 The Above Line Item Is For Department: PUB SAF AD	461.00 LINEARFOOT	12.50000	5762.50
1	1000.30.15.1500.1500.1500.0000.0000.47010.			5762.50

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	36" L x 24" w x 24" D open bottom concrete pull box. Install Only Rate Qty Quoted Price 290.00 7 2,030.00 The Above Line Item Is For Department: PUB SAF AD	7.00 EACH	290.00000	2030.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			2030.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT			

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
005	Marker Post for Handholes and Fiber Optic conduit lines. Install Only Rate Qty Quoted Price 30.00 7 210.00 The Above Line Item Is For Department: PUB SAF AD	7.00 EACH	30.00000	210.00
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			210.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	GRAVEL PEA	7.00 TON	38.00000	266.00
	Additional Description Notes --- 3 inches of clean pea grave! for 36" L x 24" W open bottom handhole box. Furnish and Install			

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Rate 38.00 Qty 7 Quoted Price 266.00 Vendor Item Inventory Item/Loc 10969 The Above Line Item Is For Department: PUB SAF AD			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			266.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CLARKE@CITYOFMOBILE.GOV

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 15408.50

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010. PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER $5000)	15408.50	1998977.98

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

Bill To	Requisition 00005438-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421-6419 Tel#334-427-0888 Fax 334-427-8368	MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.GOV Delivery Reference CLARKE@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/25	284224	12/18/25			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	12/11/25	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	12/11/25	SCOTT KEARNEY			
	Approved	12/11/25	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	12/12/25	ROBERT LASKY			
	Approved	12/12/25	CURTIS GRAVES	Auto approved by: 910519642		
	Approved	01/13/26	DONALD ROSE	Auto approved by: 9105fola		
	Approved	01/13/26	SANDRA LEWIS	Auto approved by: 9105fola		
	Approved	01/13/26	STEVEN KRONINGER	Auto approved by: 9105fola		
	Approved	01/13/26	SAMANTHA COOLEY	Auto approved by: 9105fola		
	Approved	01/13/26	JAMES NEESE	Auto approved by: 9105fola		
	Approved	01/13/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola		
	Approved	01/13/26	REBECCA CRUMPLER	Auto approved by: 9105fola		
	Approved	01/13/26	ANNE FOLEY			
	Approved	01/13/26	JOHN PAINE	Auto approved by: 9105fola		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

	ITEM	ADVANCED COMMUNICATIONS	B & L CABLE
#1	**ITEM #18045** Aerial Cabling	N/B	$3,892.07
#2	**ITEM #18046** Fiber Optic & Splice	$1,519.00	$1,140.00
#3	**ITEM #18047** Boring	$5,219.19	$3,372.63

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/02/2025	5966	MIT	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, July 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENANCE

The City of Mobile is requesting bids to establish pricing for work to be performed requiring **Aerial Cabling**, **Fiber Optic Work**, and/or **Underground Boring**. This work will be part of the installation and maintenance of the City's fiber optic communication network and miscellaneous projects throught the City.

The City will award to the 3 lowest bidders of each Item (or type). The City will use primarily the low bidder. However, if the vendor cannot meet our immediate need, we will go to the next lowest bidder. If that vendor cannot meet our need, we will go to the 3rd lowest bidder.

Also note that the ease of working with the awarded vendor may be a factor in awarding certain jobs. The skill level and equipment required to perform certain jobs may also be a factor at times in the award of certain jobs.

TECHNICAL SPECIFICATIONS

Qualifications of the Contractor:

- Have at least ten (10) years of experience as a contractor in the field of Communication Maintenance work.
- The field supervisor shall have working knowledge of fiber optic cabling, termination, and boring standards.
- Bidders must meet the general standards of safety set forth in OHSA safety standards for general industry and construction.
- Contractor must have evidence of general contractor liability, auto liability, and worker's compensation insurance.
- Must have uniformed staff and identifiable equipment.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

SCOPE OF WORK

Contractor agrees to be bound to all applicable provisions of state and City laws concerning the **installation and repair of communication cables, conduits, and aerial material**, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City.

ITEM #1: AERIAL CABLING NARRATIVE

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year.

Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. –(see www.foa.org). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements.

The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting.

ITEM #2: FIBER OPTIC NARRATIVE

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year.

Fiber optic termination and splicing on these systems will need to be performed utilizing **fusion splicing** techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".

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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting.

ITEM #3: UNDERGROUND BORING NARRATIVE

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year.

Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements.

The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation.

BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

This bid establishes a fixed price for each component of the item. You must bid on each line of the item. Use the attached quote sheets for your pricing and the quantity of one (1) for each component. Failure to quote on a component will disqualify you for that ITEM.You can bid n/c (no charge) for any component. This will establish the price at $0.00.

Total the Unit Price for each ITEM and list your total on this page. (The quote sheets attached will be used for each job.)

ITEM 1 Aerial Cabeling Total: _____

ITEM 2 Fiber Optic & Splice Total: _____

ITEM 3 Boring Total: _____

A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices.

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

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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

Prices are to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile.

Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED.

If you have any questions, please contact the Purchasing Department prior to 12:00 noon on Tuesday, July 15, 2025, at 251-208-7434 or purchasing@cityofmobile.org.

THIS BID WILL BE AWARDED ON AN ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Construction Quote

ITEM 1: AERIAL CABLING NARRATIVE

	JOB Name:		Unit Price	Quanity	Extended Price
1	**Emergency Nighttime/Holiday Call Out** To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	Hour			$ -
2	**Fiber Optic Diagnostic Testing** to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault.	Hour			$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	Each			$ -
4	**Move Stored Aerial fiber optic cable**. Install Only	Each			$ -
5	**Aerial Fiber Optic cable preparation** (any count fiber). Install Only	Each			$ -
6	**Aerial Fiber Optic Splice Case preparation** (to include expansion kits . Install Only	Each			$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	Each			$ -
8	**Aerial Fiber Optic Fusion Splicing** both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	Each			$ -
9	**Hang and Secure Fiber Optic Splice Case** for Aerial Application. Install Only	Each			$ -
10	**Aerial Fiber Optic Cable Install and Lashing**, One (1) cable to include lashing material only. Furnish and Install	LF			$ -
11	**Aerial Fiber Optic Cable Install and Lashing**, One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	LF			$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	LF			$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	LF			$ -
14	Wood Pole Class I II 35 ft. Penta. Furnish and Install	Each			$ -
15	Wood Pole Class II I 40 ft. Penta. Furnish and Install	Each			$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	LF			$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	Each			$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	Each			$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	Each			$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only	hour			$ -
21	Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum .	LF			$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF			$ -
23	Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF			$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	Each			$ -
25	Cable identification marker wrap installation Per pole. Install Only	Each			$ -

BID NUMBER _____

Quote Total $ - _____

Contact Info: _____

Contact Number _____

Date Available _____

Construction Quote

ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

	JOB Name:		Unit Price	Quanity	Extended Price
1	**Emergency Nighttime/Holiday Call Out** To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	HOUR			$ -
2	**Fiber Optic Diagnostic Testing** to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	HOUR			$ -
3	**Fiber Optic Enclosure Housing preparation and installation** (both wall and rack). Install Only	EACH			$ -
4	**Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail prep**aration for fusion splicing to include both Multimode and Singlemode. Install Only	EACH			$ -
5	**Fiber Optic cable preparation** (any count fiber) . Install Only	EACH			$ -
6	**Fiber Optic Splice Case preparation** (to include expansion kits). Install Only	EACH			$ -
7	**Fiber Optic Existing Splice Case** Opening and re-entry	EACH			$ -
8	**Fiber Optic Fusion Splicing** both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	HOUR			$ -
9	**Miscellaneous Fiber Optic repair** or install. Labor Only	HOUR			$ -
10					$ -
11					$ -
12					$ -
13					$ -
14					$ -

BID NUMBER _____

Quote Total $ - _____

Contact Info: _____

Contact Number _____

Date Available _____

Construction Quote

ITEM 3: UNDERGROUND BORING NARRATIVE

	JOB Name:		Unit Price	Quanity	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDRII or SDR13.5 - single 1 1/4 inch conduit. Install only	LF			$ -
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	LF			$ -
3	Buried (Trenched or Directional Drilling) duct HDPE SDRII - single conduit, SDRII 1 1/4 inch conduit. Furnish and Install	LF			$ -
4	Buried (Trenched or Directional Drilling) duct HDPE SDRII - dual conduits, SDRII 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	LF			$ -
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	LF			$ -
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	LF			$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDRII - single conduit, SDRII 2 inch conduit. Furnish and Install	LF			$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDRII - dual conduits, SDRII 2 inch conduit (2 inch x 2). Furnish and Install	LF			$ -
9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	LF			$ -
10	36" L x 24" w x 24" D open bottom concrete pull box. Install Only	EA			$ -
11	36" L x 24" w x 30" D open bottom concrete pull box. Install Only	EA			$ -
12	36" L x 24" W x 36" D open bottom concrete pull box. Install Only	EA			$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	LF			$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	EA			$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	LF			$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	LF			$ -
17	Conductor, #12 Stranded or Solid (Tone Wire . Install only	LF			$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	LF			$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit s stem. Install Only	LF			$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	LF			$ -
21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	LF			$ -
22	Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install				$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	EA			$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	EA			$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	EA			$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	EA			$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	EA			$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	SQ FT			$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	SQ FT			$ -
	3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install	Ea			$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	EA			$ -
31	Miscellaneous Underground systems repair or install. Labor Only	EA			$ -
32	Right of Way Performance Bond minimum $10,000	EA			$ -
33	Right of Way Performance Bond minimum $15,000	EA			$ -
34	Right of Way Performance Bond minimum $20,000	EA			$ -
35	Right of Way Performance Bond minimum $ 25,000 2.5 percent	EA			$ -

BID NUMBER _____

Quote Total $ -

Contact Info: _____

Contact Number _____

Date Available _____

INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

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: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to CivicPlus Inc for annual renewal of CivicPlus agenda and meeting management software for City Clerk.

Amount of Contract:
$22,381.85

Funding Source
General fund.

ATTACHMENTS:
1. 20260114 CivicPlus Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 CivicPlus Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CivicPlus Inc for annual renewal of CivicPlus agenda and meeting management software for City Clerk.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,381.85

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: Price below bid requirement. Bid exempt as software.

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:

R E S O L U T I O N

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
5036	2026	(1030) CITY CLERK	ANNUAL RENEWAL OF CIVIC PLUS CITY COUNCIL AGENDA AND MEETING MANAGEMENT SOFTWARE FOR CITY CLERK (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	$22,381.85	(295715) CIVICPLUS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005036-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CIVICPLUS, INC	CITY CLERK
302 SOUTH 4TH STREET	205 GOVERNMENT STREET
SUITE 500	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
MANHATTAN, KS 66502	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7855871853	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	295715				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO PAY INVOICE #345093.			
001	(1) AGENDA AND MEETING MANAGEMENT ANNUAL FEE - AGENDA AND MINUTES MANAGEMENT (1) UNLIMITED STORAGE, UNLIMITED USERS, UP TO 3 CONCURRENT STREAMS (1) AGENDA AND MEETING MANAGEMENT LIVE MEETING MANAGER ANNUAL FEE - LIVE MEETING, ELECTRONIC VOTING, DISPLAY PAGES (1) CUSTOM IDP INTEGRATION ANNUAL FEE SEE ATTACHED PAST DUE INVOICE 345093	1.00 EACH	22381.85000	22381.85
	Additional Description Notes			
	(1) AGENDA AND MEETING MANAGEMENT ANNUAL FEE - AGENDA AND MINUTES MANAGEMENT (1) UNLIMITED STORAGE, UNLIMITED USERS, UP TO 3 CONCURRENT STREAMS (1) AGENDA AND MEETING MANAGEMENT LIVE MEETING MANAGER ANNUAL FEE - LIVE MEETING, ELECTRONIC VOTING, DISPLAY PAGES SEE ATTACHED PAST DUE INVOICE 345093 (1) CUSTOM IDP INTEGRATION ANNUAL FEE			
	Vendor Item			
1	1000.10.90.9000.9000.9000.0000.0000.42200.			22381.85

Bill To	Requisition 00005036-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CIVICPLUS, INC 302 SOUTH 4TH STREET SUITE 500 MANHATTAN, KS 66502 UNITED STATES Tel#7855871853	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	295715				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Requisition Link

Requisition Total 22381.85

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42200.	22381.85	5188380.75
CITY HALL OVERHEAD EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	12/04/25	SCOTT PROVINCE	
Approved	12/04/25	DONNA BRYARS	Auto approved by: 910518625
Approved	12/04/25	ANGELA VRECA	Auto approved by: 910518625
Approved	12/04/25	PAUL HANEBUTH	Auto approved by: 910518625
Approved	01/13/26	DONALD ROSE	Auto approved by: 9105fola

Bill To	Requisition 00005036-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CIVICPLUS, INC	CITY CLERK
302 SOUTH 4TH STREET	205 GOVERNMENT STREET
SUITE 500	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
MANHATTAN, KS 66502	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7855871853	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	295715				CITY CLERK

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/13/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	01/13/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	01/13/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	01/13/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	01/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	01/13/26	ANNE FOLEY			
	Approved	01/13/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - Shady Brook to Bolton's Branch.

Amount of Contract:
$20,275.94

Funding Source
General fund.

ATTACHMENTS:
1. 20260114 Gaines Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Gaines Utility Construction Company, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - Shady Brook to Bolton's Branch.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,275.94

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: Price below bid requirement. Advertised vendor rotation pool

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:

R E S O L U T I O N

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
6597	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – SHADY BROOK TO BOLTON'S BRANCH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$20,275.94	(295242) GAINES UTILITY CONSTRUCTION COMPANY LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006645-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC	PUBLIC WORKS ADMIN.
PO BOX 219	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
CALVERT, AL 36513	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2513072407	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-09 1021 SHADY BROOK TO BOLTON'S BRANCH	1.00 EACH	20275.94000	20275.94
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			20275.94

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 20275.94

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	20275.94	5228401.39
STORMWATER EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00006645-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC	PUBLIC WORKS ADMIN.
PO BOX 219	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
CALVERT, AL 36513	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2513072407	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/13/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	01/13/26	SHONNDA SMITH			
	Approved	01/13/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	01/13/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/13/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/13/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/13/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/13/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/13/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/13/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/13/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Safe Haven Co LLC for storm drainage vegetation and debris removal - 3004 Government Blvd to Kenny St.

Amount of Contract:
$16,096.66

Funding Source
General fund.

ATTACHMENTS:
1. 20260114 Safe Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Safe Haven Co LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Safe Haven Co LLC for storm drainage vegetation and debris removal - 3004 Government Blvd to Kenny St.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $16,096.66

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: Price below bid requirement. Advertised vendor rotation pool

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:

R E S O L U T I O N

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
6678	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3004 GOVERNMENT BLVD TO KENNY ST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$16,096.66	(300101) SAFE HAVEN CO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER VEG-2026-2070-05 3004 GOVERNMENT BLVD TO KENNY ST	1.00 EACH	16096.66000	16096.66
1	1000.40.20.2070.2096.2070.0000.0000.42155.			16096.66

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 16096.66

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	16096.66	5228401.39
STORMWATER EXP	DITCH MAINTENANCE	

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

Activity	Date	Clerk	Comment
Approved	01/14/26	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To	Requisition 00006678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/14/26	SHONNDA SMITH			
	Approved	01/14/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	01/14/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/14/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/14/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/14/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/14/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/14/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/14/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/14/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/14/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Group LLC for storm drainage vegetation and debris removal - Pinehill Dr to Airport Blvd.

Amount of Contract:
$25,382.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260114 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Southern Realty Management Group LLC for storm drainage vegetation and debris removal - Pinehill Dr to Airport Blvd.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,382.00

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: Price below bid requirement. Advertised vendor rotation pool

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:

R E S O L U T I O N

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
6597	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – PINEHILL DR TO AIRPORT BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$25,382.00	(296787) SOUTHERN REALTY MANAGEMENT GROUP, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006597-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT NUMBER 2026-2070-10 208/206 PINEHILL DR TO AIRPORT BLVD	1.00 EACH	25382.00000	25382.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			25382.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 25382.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155. STORMWATER EXP DITCH MAINTENANCE	25382.00	5228401.39

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00006597-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/13/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	01/13/26	SHONNDA SMITH			
	Approved	01/13/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	01/13/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/13/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/13/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/13/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/13/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/13/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/13/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/13/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 2026 Ford Maverick XL crew cab AWD pickup trucks for Public Services.

Amount of Contract:
$59,638.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260115 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 2026 Ford Maverick XL crew cab AWD pickup trucks for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $59,638.00

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: AL 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:

R E S O L U T I O N

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
5335	2026	(2050) FLEET MANAGEMENT-GARAGE	2 2026 FORD MAVERICK XL CREW CAB AWD PICKUP TRUCKS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$59,638.00	(292393) SITVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005335-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER MAVERICK XL CREW CAB AWD AS FOLLOWS: W8B CODE 100A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-EBONY;4-CORNER STROBES-WHITE FRONT/AMBER REAR; SPRAY-IN BEDLINER; ALL-WEATHER FLOOR MATS WITH THE FOLLOWING OPTIONS: W8B MAVERICK 9W CLOTH SEATS-EBONY ST1 4 CORNER LED STROBES-WHITE FRONT/AMBER REAR SL1 SPRAY IN BEDLINER FM2 ALL-WEATHER FLOOR MATS AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003218-6	2.00 EACH	29475.00000	58950.00

Additional Description Notes

2025 OR NEWER MAVERICK XL CREW CAB AWD AS FOLLOWS:

102 A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-EBONY;4-CORNER STROBES-WHITE FRONT/AMBER REAR; SPRAY-IN BEDLINER; ALL-WEATHER FLOOR MATS

WITH THE FOLLOWING OPTIONS:

W8B MAVERICK

9W CLOTH SEATS-EBONY

Bill To	Requisition 00005335-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	ST1 4 CORNER LED STROBES-WHITE FRONT/AMBER REAR			
	SL1 SPRAY IN BEDLINER			
	FM2 ALL-WEATHER FLOOR MATS			
	AS REQUESTED BY 2070-PUBLIC SERVICES ADMIN			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			58950.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	2.00 EACH	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			688.00

Bill To	Requisition 00005335-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 59638.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	59638.00	3580492.62
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	12/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/09/25	SHONNDA SMITH	
Approved	12/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	12/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/09/25	SHONNDA SMITH	
Approved	12/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/15/26	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00005335-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/25	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/15/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/15/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/15/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/15/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/15/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/15/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/15/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/15/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for 27 sets of fire bunker coats, pants, and boots for MFRD.

Amount of Contract:
$125,010.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260115 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 20 January 2026 (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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 27 sets of fire bunker coats, pants, and boots for MFRD.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $125,010.00

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: HGAC 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:

R E S O L U T I O N

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
6487	2026	(1510) FIRE ADMINISTRATION	27 SETS OF FIRE BUNKER COATS, PANTS, AND BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$125,010.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00006487-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER CONTRACT # EE11-24 AS PER QUOTE: Q-45413			
001	FIRE PROTECTION CLOTHING, FIRE COAT: GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	2295.00000	61965.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			30982.50
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			30982.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PROTECTION CLOTHING;PANT: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold;	27.00 EACH	1720.00000	46440.00

Bill To	Requisition 00006487-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER QUOTE : Q-45413 Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.44020.			23220.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			23220.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE PROTECTION CLOTHING, BOOTS: GL1201420; GL1201420 Leather 14" Pull On Boot; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	615.00000	16605.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			8302.50
2	6120.70.15.0000.0000.1510.0000.0000.44020.			8302.50

Bill To	Requisition 00006487-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 125010.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.		
	62505.00	2405242.40
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	62505.00	2796182.01
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	DONALD ROSE	Auto approved by: 910521901
Approved	01/15/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	01/15/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	01/15/26	SAMANTHA COOLEY	Auto approved by: 910521901

Bill To	Requisition 00006487-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	198904				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/15/26	JAMES NEESE		Auto approved by: 910521901	
	Approved	01/15/26	PATRICIA KENNEDY-JONES			
	Approved	01/15/26	REBECCA CRUMPLER		Auto approved by: 910521901	
	Approved	01/15/26	ANNE FOLEY		Auto approved by: 910521901	
	Approved	01/15/26	JOHN PAINE		Auto approved by: 910521901	

Authorized By: _____ Date: _____
Signature

Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. Click here for details

View Contacts | View Documents

Return to Products & Services

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective April 1, 2025		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives.		Petzl		10%

Acrtic Compressor 2024 - Breathing air compressor systems ($175.00/HR Installation)	Arctic Compressors	2%
Adapters, etc. - MES-Kochek 2024 List Price List	Kochek	25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes	Task Force Tips (TFT)	25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	Task Force Tips (TFT)	Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	South Park Brass	5%
AED devices, accessories, and training products	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact	Zoll Medical	10%
AED, CPR, BBP training	SafetyMed	10%
Air Compressor	Arctic Compressor	5%
Air Hammers	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List	Kochek	24%
All lighting Products	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches.	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms	5.11	16%
Assorted emergency response clothing, gear, and uniforms	Armor Express	20%
Assorted emergency response clothing, gear, and uniforms	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms	Shelby	10%
Assorted emergency response clothing, gear, and uniforms	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms	HAIX	15%
Assorted emergency response clothing, gear, and uniforms	Lion	10+%
Assorted emergency response clothing, gear, and uniforms	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Enforcer	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Zico	6%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Akron Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	National Foam	3%
Auto Crib It	Power Hawk	5%
Bear Training Solutions MSRP 2024	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders	Boston Leather	5%
Black Diamond 2024 MSRP	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment	Tempest	5%
Boots	HAIX	5%
Boots	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment	Air Systems	10%
Breathing Air System	SCBAS	5%
Brocco RANKIN 2024 MSRP	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List	Bullard Imagers	7%
Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories.	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment	Ajax Rescue Tools	10%
CMC Rescue Products	CMC Rescue	5%
Command Light Products	Command Light	10%
Complete RescueONE catalog of rescue boats and options	RescueONE	1%
Compressors, Fill Stations, Cylinders	MES-RevolveAir	0%
Confined space communication equipment & replacement parts	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers	Grace Industries	5%
Council Tools Products	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment	Red Head Brass	5%
Covert Armor Products	Covert Armor	40%
CrewBoss Products	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue	Turtle Plastics	5%
Curaplex Stop the Bleed Kit	North American Rescue	10%
Decon Products	SC Products	5%
Decon Shower & Pools	Husky Portable Containment	15%
Decontamination	ESI	9%

Decontamination	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment	Spill Tech	7%
Delta Fire & Safety Products and Services	Delta Fire & Safety	0%
DQE MSRP Price List - 2024	DQE Haz-Mat	2%
Dragon Fire Products	Dragon Fire	10%
Drones and unmanned aerial vehicles	Fotokite	8%
Elbows, Adapter, Fittings, & Valves	Trident Emergency Products	20%
Elbows, Adapters, fittnigs & Valves	Trident Emergency Products	20%
Emergency rescue & safety equipment	Yates	10%
Emergency rescue equipment	Team	10%
Emergency Safety Equipment, PPE, boots	Black Diamond Group, Inc.	5%
Equipment, Hose, & Couplings	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots	343 Fire	5%
Euramco Ramjet 2024 MSRP PL	Euramco Ramjet Fans	5%
Extinguishers	Buckeye Fire Equipment	5%
Extrication and rescue equipment	AMKUS Rescue Systems	5%
Extrication and rescue equipment	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws	SuperVac	9%
Fans, Saws, etc.	Tempest	20%
FAST Rescue Solutions Price List 2024	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc.	PointBlank	38%
Fire Blankets	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List	MES	0%
Fire Helmets	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products	Fire Hooks Unlimited	10%
Fire Hose	Matex	20%
Fire Hose	Snap Tite / Fire Quip Hose	5%
Fire Hose	North American Fire Hose	5%
Fire Hose	Key Fire Hose	40%
Fire Hose & Couplings	BullDog Hose	5%
Fire Tools	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024	FireCraft Sensit Instruments	5%
Firefighter Accountability Systems	Grace Industries	10%
First Aid & Medical Equipment	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories.	Flir Marine	10%
Flashlights, Scenelights & etc.	Streamlight	25%

FLIR Imagers, & Rescue Saws	Team Equipment	8%
FLIR Products	Flir	5%
Foam	Perimeter Solutions	5%
Foam	Chemguard	5%
Foam	ADH Fire Equipment Services Inc	10%
Foam	FireBull Enforcer	5%
Foam	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List	Honeywell-Morning Pride	26%
Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc.	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags.	Paratech	7%
Full range Fire-Dex equipment price list	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots	Fire-Dex	45%
Gas Detectors	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves	Harrington	5%
Genesis Rescue Products	Genesis Rescue Systems	5%
GfG Instruments 2024.	GfG Instruments	2%
Glass Removal Tool	Fox Manufacturing / Glas Master	5%
Gloves	Sensit / FireCraft	5%
Gloves	Shelby	5%
Gloves	Guardian Gloves	12%
Gloves	MCR Safety	7%
Gloves	Dragon Fire	5%
Gloves	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats	Ergodyne	5%
Grain Bin Rescue	Great Wall of Rescue / Dunrite	5%
Gross Decon	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List	Groves/Ready-Rack	9%
Hand Tools	Nupla	5%
Harness/Personal Safety Belt	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escape Belts	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines	Rit Safety	5%
Harrington Inc 2024 MSRP	Harrington Valves	40%
Helmets	Phenix	5%
Helmets	Bullard Helmets	17%
Helmets	Draeger	10%
Helmets	Bullard	10%
Helmets, Safety Vest, & Boots	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP	HexArmor Gloves	18%
HexArmor Products	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list	Holmatro	3%

Honeywell Products	Honeywell	25%
Hoods & Gloves	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP	Idex - Akron Brass	39%
IDEX Weldon 2024 MSRP	Idex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog
Jersey Tactical Company MSRP 2024	Jersey Tactical Tools	0%
Kappler Products	Kappler	5%
Key Hose 2024 MSRP	Key Hose	40%
Kochek 2024 MSRP Pricing	Kochek Water Flow	38%
Ladders	Duo Safety Ladder	5%
Ladders	Alco-lite (Sam Carbis)	5%
Ladders	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024	Lakeland Fire PPE	20%
Lakeland Fire Products	Lakeland	15%
Landing Zone Lights & Road Flare	Pi Lit	5%
Leatherhead Tools Products	Leatherhead Tools	10%
Lifting / Hoisting Equipment	Tractel	5%
Light Towers and all Hi-Viz lighting products	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024	Lightning X Gear & Medical	25%
Lightning X Products	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention	Grace Industries	10%
Majestic Hoods 2024 MSRP	Majestic Fire Apparel	15%
Medical Equipment	343 Fire	5%
Medical Equipment & Supplies	Matrix Henry Schein	5%
Medical gloves and ppe	Ansell	5%
Medical Supplies & Equipment	R&B Fabrications	5%
Medical Supplies & First Aid	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment	Blackline	5%
Misc. personal safety equipment	Draeger	8%
Misc. safety equipment	RAE Systems - Portables	4%
Misc. safety equipment	RAE Systems - Wireless	4%
Misc. safety equipment	RKI Instruments	5%
Misc. safety equipment	Redwave	1%
Misc. safety equipment	HazSim	4%

Misc. safety equipment	TSI	8%
Misc. safety equipment, misc. rescue equipment	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment	Environics	1%
Misc. safety equipment, misc. rescue equipment	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment	Honeywell/ BW	5%
Mounting Equipment	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extrication tools.	Poly-tech	10%
Mounting Systems	Sensible Products	10%
MSA safety products, PPE, and gas detection equipment	MSA	15%
Multi-Purpose Storage System & Hose winder	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls.	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz.	North American Rescue	10%
National Foam 2024 MSRP Price List	National Foam	25%
Non-Sparking Tools	Ampco	10%
North Shore Compressors MSRP 2024 ($175/HR installation)	North Shore Compressors	0%
Nozzles, & Hoses	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps	Kochek	20%
Nozzles, fittings	Elkhart Brass	41%
Nozzles, fittings	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters	C&S Supply	20%
Nozzles, Monitors, & Valves	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting	Akron	5%
Nozzles, Valves,	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves	S&H Products	5%
Paratech 2024 Price List - Metro Fire	Paratech Rescue USA	7%
Patient Handling & First Aid	Junkin Safety	15%
Patient transportation	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP	Perimeter Solutions Foams	10%
Petzl Products	Petzl	10%
Phenix Products	Phenix	12%
Plastix Plus products	Plastix Plus	10%
Plastix Plus rescue tool products	Plastix Plus	15%
Poly Tech Products	Poly-Tech America	15%
Portable blowers and fans	Euramco	22%
Portable Gas & Flame Detection	Teledyne/Detcon	5%
Portable Lights	Command Light	5%
Portable Lights	Streamlight	5%
Portable Tanks, & Strainers	Fol-Da-Tank	5%
Portable water tanks	Fold Da Tank	17%

Positive Pressure, Confined Space, & Smoke Ejector Fans	Super Vac	15%
PPE Waher / Dryer & Decon Products	Groves Ready Rack	5%
PPE, misc. safety equipment	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing,	Sterling Rope	10%
Pumps, associated products	Waterax	5%
R&B Fabrication Products	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum	Dynarex	10%
Rescue Equipment	PMI	5%
Rescue equipment, portable lights	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment	PMI	5%
Rescue Tool Brackets	Zico	20%
Rescue Tool Brackets	Plastix Plus	0%
Rescue Tool Mounting Brackets	Poly Tech	5%
Rescue Tools	Holmatro	5%
Rescue Tools & Portable Lights	Makita	5%
Rescue Tools & PPV Fans	Amkus DeWalt	3%
Rescue Tools, Saws, etc.	Makita	1%
Rope Gloves, & Helmets	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards	Yates	5%
Sabilization Systems	Res-Q-Jack	8%
Safefleet Elkhart Brass 2024	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE	Grace Industries	10%
Safety Vest	Line2 Design	5%
Safety Vest	343 Fire	10%
Safety Vest	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots	Portwest	5%
SCBA Personal Breathing System	Scott 3M	5%
SCBA's & Gas Detection	Draeger	10%
SCBA, misc. safety equipment	MSA	7%
Scene Lighting, Light Towers, Tripods, etc	SuperVac-Command Light	1%
SEEK Products	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. - Halligan Bar No Pike List Price List	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units	Genesis Rescue Systems	8%
Stihl Rescue Tools	Blue Mountain / Sthil Dealer	15%
Streamlight MSRP List - 2024	Streamlight	26%
Streamlight Products	Streamlight	20%
StrongArm Tool - MES-Hurst StrongArm 2024 List Price List	Hurst Jaws of Life	5%
Super Vac Products	Supver Vac	25%
Super Vac Products 2024	Super Vac	22%

Task-Force-Tips-Price-List_April-2024	Task Force Tips	26%
Team Wendy Helmets	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List	Rescue42	8%
Tempest-Leader MSRP 2024	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List	Rescue42	8%
Thermal Imagers	Bullard	5%
Thermal Imagers	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro	Seek Thermal	10%
Tool Mounts	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders	Performance Advantage	5%
Tools	Husqvarna Construction	10%
Toxic Suppression Products	Toxic Suppression	5%
Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods	Fire Dex	42%
Turnout gear, hoods, gloves	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog	Hospeco	21%
Valves, Manifolds, Adapters	Harrington	34%
Vanguard Products	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List	MES	0%
Vehicle Fire Blankets	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment	CMC	10%
Wildland Gear & Equipment	True North	5%
Wildland Tools	Peco Sales / Forestry Supplier	5%
Windshield Cutter	Rhyno	5%
Wrenches, Tool Mounts, & Wheel Chocks	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

View Catalog

Suppliers Offering This Product

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
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MSA Safety Incorporated
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Mike Sims
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Contact HGACBuy

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veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Contact Information

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Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
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Phone: 832-810-2667

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www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

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

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. 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 H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve reallocation of $130,000.00 from project C0932 2025 City Wide Bridge Maintenance to C0119 Bi-Annual Bridge Inspection.

Amount of Contract:
$130,000.00 transfer

Funding Source
C0932 to C0119

ATTACHMENTS:
1. Budget Transfer C0932 to C0119

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/14/2026

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item. 1-7

REQUEST: Please transfer $ 130,000.00

FROM CAPITAL PROJECT#: C0932

CAPITAL PROJECT NAME: 2025 City Wide Bridge Maintenance

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0119

PROJECT NAME: Bi-Annual Bridge Inspection

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Members Cory Penn, Samantha Ingram, C. J. Small,
Ben Reynolds, Beau Fleming, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $130,000.00 be reallocated from 2025 City Wide Bridge Maintenance (C0932) to Bi-Annual Bridge Inspection (C0119) project to provide additional bridge and infrastructure inspection services.

ADOPTED:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve change order no 1 with Michael Baker International, Inc. for additional services.

Amount of Contract:
increase $53,000.00; original contract $136,610.61; Revised contract $189,610.61

Funding Source
C0721

ATTACHMENTS:
1. 2022-3005-06 US 45 Streetscape Improvements (Michael Baker International, Inc.) change order 1

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/14/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Michael Baker International, Inc.

DISTRICT#: Select Item. #1

DEPT. PROJECT#: 2022-3005-06

REQUEST: Please Add Select option. $53,000.00 from Capital Project#/Title:

to contract#4788

Total amount of Amendment: $53,000.00

Current contract amount: $136,610.61

Revised contract amount: $189,610.61

Comments: The scope was increased & there were unforeseen circumstances during construction.

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilperson Cory Penn

WHEREAS, the City entered into a contract dated November 28, 2023 with Michael Baker International, Inc. for construction engineering and inspection services on the project known as U.S. 45 Streetscape Improvements, City of Mobile Project No. 2022-3005-06; and

WHEREAS, the Contract amount for the construction engineering and inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Michael Baker International, Inc; and whereas, the current original contract amount totals $136,610.61; and

WHEREAS, additional scope was added to the project, and unforeseen circumstances were encountered during construction, thereby increasing the engineering services cost by $53,000.00; and

WHEREAS, the contract provides on Page 9 that the compensation and fees "to be paid to the ENGINEER associated with the above mentioned PROJECT shall not exceed $136,610.61;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of $53,000.00, for a total of $189,610.61, to be paid to Michael Baker International, Inc. for construction engineering and inspection services on the U.S. 45 Streetscape Improvements Project.

Adopted:

_____
City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **U.S.-45 STREETSCAPE IMPROVEMENTS**

PROJECT NO: **2022-3005-06**

CONTRACT RESOLUTION NO: **21-1274**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **November 28, 2023**, to provide additional Professional Engineering Services in the amount of **$53,000.00.**

ORIGINAL CONTRACT PRICE: **$ 136,610.61**

PROPOSED INCREASE: **$ 53,000.00**

REVISED CONTRACT PRICE: **$ 189,610.61**

City of Mobile

_____
Mayor

_____ (Print)

Accepted by:

_____
Vice President

Jeffrey D. May (Print)

Michael Baker International, Inc. CORPORATE Seal 1972 PENNSYLVANIA

CORPORATE SEAL

Attest:

_____
City Clerk

_____ (Print)

Attest:

Terri A. Vojnovich
Witness/~~Secretary~~ Assistant Secretary

Terri A. Vojnovich (Print)

John Forrester
City Engineer

JOHN FORRESTER (Print)

12/29/2025
Date

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: U.S.-45 STREETSCAPE IMPROVEMENTS

PROJECT NUMBER: 2022-3005-06

The attached change order number 1 to contract with
Michael Baker International, Inc.

dated November 28, 2023 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

_____

_____

_____

REMARKS: _____

_____

_____

Tammy Lambeth
ENGINEER/OR CONSULTANT

City Engineer

Michael Baker
INTERNATIONAL

We Make a Difference

October 8, 2025

Nick Amberger, PE
City Engineer
City of Mobile
205 Government Street
Mobile, AL 36633

ATTN: Tammy Olivero, PE

RE: Highway 45 From Wilson Avenue to Prichard Avenue
US-45 Streetscape Improvements
Project No. 2022-3005-06

Dear Ms. Olivero:

As you are aware, the project has experienced several delays stemming from a variety of unforeseen circumstances, including but not limited to:

- The addition of a pedestrian bridge due to a conflict with an existing sanitary sewer manhole and associated sewer lines
- Installation of additional driveways, which required coordination with property owners to secure Right of Entry (ROE) agreements
- Discovery of previously unidentifiable inlets, necessitating the inclusion of additional drainage structures
- Construction of additional retaining walls to accommodate existing grade conditions
- Coordination with the Contractor to address cross slope adjustments
- Development of a Supplemental Agreement and incorporation of additional pay items in collaboration with the Contractor
- Expanded slope paving at the culvert south of Division Street, requiring further design detailing
- Ongoing utility coordination to resolve conflicts that emerged during construction

The original fee proposal was based on the following parameters:

Construction Cost =	$3,100,000.00
Estimated Working Days =	250
Estimated Months =	14

Staff	Hours	Comment
Construction PM	120	Approx. 2 hrs/week
Sr. Inspector	1250	Approx. 25 hrs/week

MBAKERINTL.COM

11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.3809026

As of the end of August, the Contractor has reached month 20 of construction, with a revised contract amount of $3,675,788.89—an increase of approximately 17% over the original contract. Based on the current schedule provided by Wiregrass Construction, substantial completion is anticipated between mid and late October, barring any weather-related or unforeseen delays. If completed by the end of October, the total construction duration will span 22 months.

While we were able to reduce inspection hours below the originally estimated 25 hours per week during earlier phases of delay, recent increases in Contractor activity have required inspection efforts exceeding the initial estimate.

Following our last invoice (No. 1258008) for the period ending July 27, 2025, we are approaching the limits of our original contract amount. We have continued to provide inspection services and will do so through project completion. We estimate an additional 610 hours of inspection time will be required from July 28, 2025, through mid-to-late October, excluding mileage and printing costs.

Staff	Hourly Rate	Hours	Cost
Sr. Inspector	$86.29	610	$52,636.90
ODC's/Mileage			$363.10
		Total =	**$53,000.00**

Due to the delays outlined above, we respectfully request a contract amendment in the amount of **$53,000.00**. We appreciate the City's consideration of this request. Should you have any questions or would like to discuss, please contact me at 251.751.7487.

Respectfully,

Brian Morgan, PE
Project Manager

Cc: Jeff May, PE, *Michael Baker International*
Collin Hunt, *Micheal Baker International*

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: US 45 Streetscape Improvements
COM Project# 2022-3005-06

Estimated Cost: $136,610.61

Adopted: NOV 28 2023

City Clerk

MOBILE
ALABAMA

US-45 STREETSCAPE IMPROVEMENTS

PROJECT NO. 2022-3005-06

CEI ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 28 day of November, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

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

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

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

PROJECT – US-45 STREETSCAPE IMPROVEMENTS , City of Mobile Project No. 2022-3005-06. This contract is for the construction engineering and inspection of streetscape improvements on Hwy 45 from Wilson Ave. to Prichard Ave. (See Exhibit A for approximate locations). **The professional engineering services may include engineering and construction inspection services as directed by the CITY ENGINEER.**

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

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

II. STANDARDS

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

III. SCOPE OF WORK

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

The scope of work is divided into the following Phases:

1. Construction Phase
2. Closeout Phase

A. OMIT

B. CONSTRUCTION PHASE

The ENGINEER shall attend a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

1. Quality Assurance

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

2. Compliance with Plans and Specifications

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

a. The ENGINEER shall recover and verify the four (4) horizontal and vertical control points shown in the plans. The ENGINEER shall also set four (4) adeitional points at locations specified by the CONTRACTOR to be used for the control of the construction work. The CONTRACTOR shall be responsible for maintenance of the staked points.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

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

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

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

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

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and

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

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

C. CLOSE OUT PHASE

1. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted to the PROJECT ENGINEER.

2. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or

any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

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

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

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase and Close Out Phase services in accordance with Section III.B and Section III.C of this CONTRACT. Payment for work performed in Section III.B and Section III.C of this CONTRACT shall not exceed $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

   b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and

documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

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

B. ADDITIONAL SERVICES

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

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City,

its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: Lisa C. Lambert

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Print: Jeffrey D. May

Its: Vice President

Address: 11 North Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, S.K. Wall, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of October, 2023

_____
NOTARY PUBLIC

My Commission Expires: 11/2/2025

S K WALL
Notary Public
Alabama State at Large

EXHIBIT A: PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

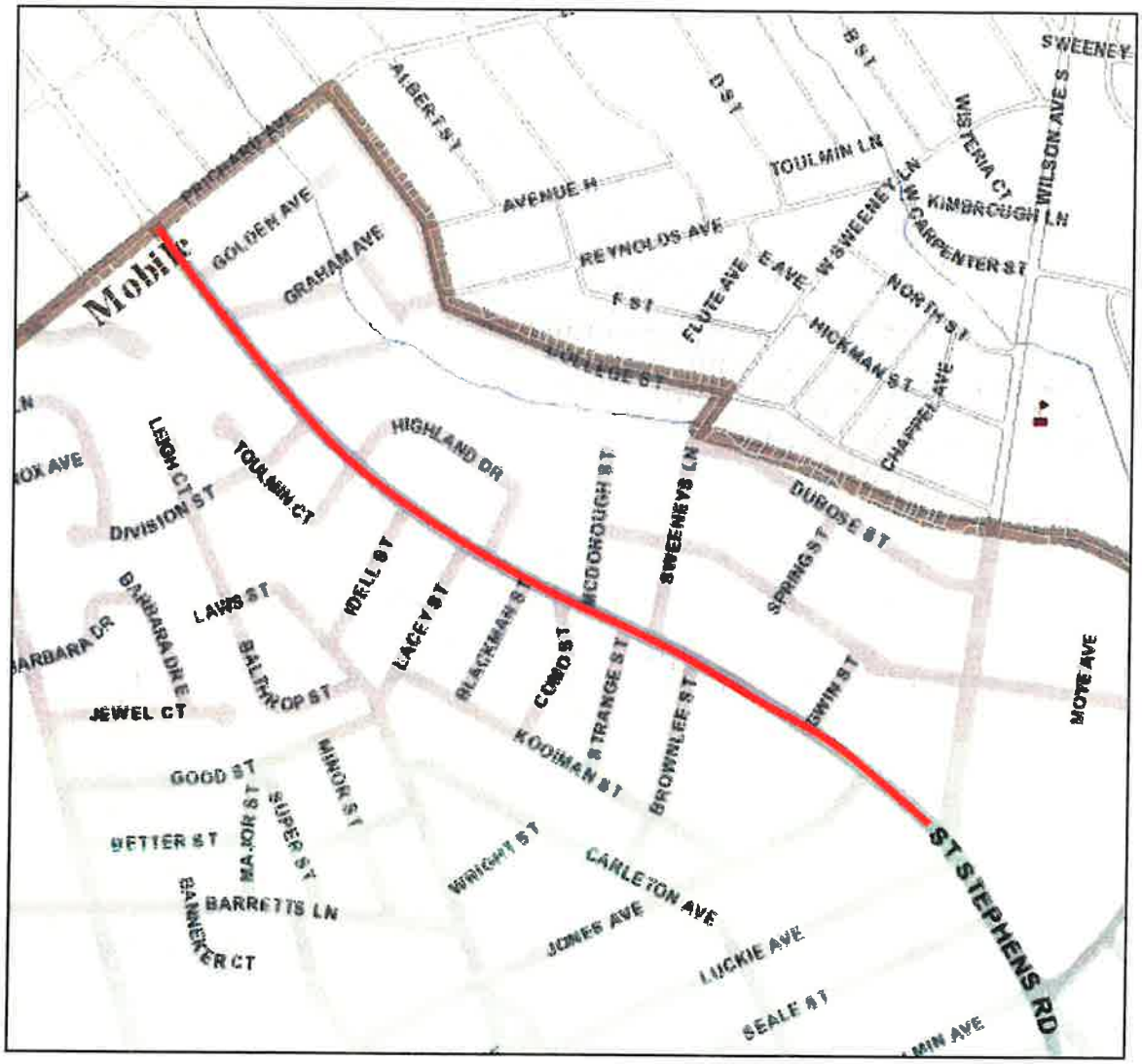


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **US-45 STREETSCAPE IMPROVEMENTS,** City of Mobile Project No. **2022-3005-06.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $3,148,747.77 **[Three Million One Hundred Forty-Eight Thousand Seven Hundred Forty-Seven Dollars and Seventy-Seven Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (construction phase, close out phase and additional services) to be paid the ENGINEER shall not exceed $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents), unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
US-45 STREETSCAPE IMPROVEMENTS

CLASSIFICATION	HOURLY RATES
Project Manager	$ 179.13
CEI Manager	$ 87.05
Sr. Inspector	$ 96.58
Level II Inspector	$ 86.29
Level I Inspector	$ 43.57
Clerical / Office Administrative Assistant	$ 70.79

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Construction Phase.....$126,610.61

Closeout Phase $5,000.00

Base Contract Amount **$ 131,610.61**

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services **$ 136,610.61**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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

EXHIBIT F: INSURANCE CERTIFICATIONS

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						$ COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						$ EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					$ PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A:	XL Insurance America Inc	24554
	INSURER B:	Allied World Surplus Lines Insurance Co	24319
	INSURER C:	American Guarantee & Liability Ins Co	26247
	INSURER D:	Zurich American Ins Co	16535
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570102498985 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728202 AOS WC419728502 WI	08/30/2023 08/30/2023	08/30/2024 08/30/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim Aggregate	$1,000,000 $1,000,000

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

RE: MB Project Name: US 45 Streetscape Improvements, Project Number: TBD, 2022-3005-06. City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will

Certificate No : 570102498985

CERTIFICATE HOLDER

City of Mobile
Attn: Tammy Olivero
Post Office Box 1827
Mobile AL 36633-1827 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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AGENCY CUSTOMER ID: 570000027699
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER: See Certificate Number: 570102498985	
CARRIER: See Certificate Number: 570102498985 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-02	08/30/2023	08/30/2024		15939000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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.

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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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

© 1983 National Council on Compensation Insurance.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Michael Baker International, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 31st day of October, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

S K Wall
Signature and Seal of Notary Public

S K WALL
Notary Public
Alabama State at Large

commission expires 11/2/2025

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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 DBE 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 DBEs certified through the Alabama Unified Certification Program.

If DBE 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 Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. 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 means 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 SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	brian.morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	US-45 Streetscape Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 10/31/2023

Title: Project Manager

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: Brian Morgan Title: Project Manager

Email: brian.morgan@mbakerintl.com Phone: 251-380-0898

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Michael Baker International, Inc Your Bid/Proposal Amount $ N/A Date: 10/31/2023

____/____/____ Description _____

Name of Bidder/Proposer: US-45 Streetscape Improvements

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A	N/A	N/A	N/A	N/A	N/A	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-380-0898 Email brian.morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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.

		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 detail in Section2(c) if the 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. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 25 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for part-time construction inspection only.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Michael Baker International, Inc. not to exceed $136,610.61.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 10/25/2023 (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 11/8/2023 (Date)

Approved By (CAO)

Michael Baker International, Inc.	
Entity ID Number	000-854-655
Entity Type	Foreign Corporation
Principal Address	500 GRANT STREET STE 5400 PITTSBURGH, PA 15219
Principal Mailing Address	100 AIRSIDE DRIVE MOON TOWNSHIP, PA 15108
Status	Exists
Place of Formation	Pennsylvania
Formation Date	04/28/1972
Qualify Date	12/29/1972
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	----
Capital Authorized	
Capital Paid In	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/14/1977
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A 200 SOUTH LAWRENCE STREET MONTGOMERY, AL
Transaction Date	09/27/1983
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A ONE COURT SQUARE MONTGOMERY, AL
Transaction Date	03/08/2010

Michael Baker International, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	07/02/2015
Legal Name Changed From	Michael Baker, Jr., Inc.
Transaction Date	02/11/2021
Principal Mailing Address Changed From	4301 DUTCH RIDGE ROAD BEAVER, PA 15009
Transaction Date	02/11/2021
Principal Office Changed From	4301 DUTCH RIDGE ROAD BEAVER, PA 15009
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/14/1977 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/27/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/02/2015 Articles of Amendment 6 pgs.
Document Date / Type / Pages	02/11/2021 Articles of Amendment 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve contract amendment with Michael Baker International, Inc. for MS4 Storm water consulting.

Amount of Contract:
$475,000.00

Funding Source
C0391

ATTACHMENTS:
1. 2025-3005-17 MS4 Stormwater Management Professional Services (Michael Baker International) contract amendment

REVIEWERS:
Jessica White
John Forrester
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MS4 Stormwater Management Professional Services

CAPITAL PROJECT # C0391 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2025-3005-17

PROJECT DESCRIPTION 1st Renewal MS4 Storm Water Consulting

CONTRACT AMOUNT $ 475,000.00

VENDOR NAME Micheal Baker International

VENDOR NUMBER 294011

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X ; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Brian Mabry **Date** 1/8/2026

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MS4 Stormwater Management Professional Services

CAPITAL PROJECT # C0391 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2025-3005-17

PROJECT DESCRIPTION 1st Renewal MS4 Storm Water Consulting

CONTRACT AMOUNT $ 475,000.00

VENDOR NAME Micheal Baker International

VENDOR NUMBER 294011

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis
Councilmembers Cory Penn, Samantha Ingram, C.J. Small, Ben Reynolds, Beau Flemming, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to the Contract between the City of Mobile and Michael Baker International, Inc. to (1) extend the term of the existing Contract for an additional one-year period, with the option for one additional one-year extension, as permitted under the terms of the Contract; (2) replace the original Scope of Services with an updated version for the 2026 program year; and (3) increase the Additional Services from $5,000.00 to $25,000.00 to accommodate expanded support needs, as outlined in the amendment attached hereto and incorporated herein by reference. The total aggregate compensation authorized under the Contract, inclusive of all renewal terms, shall increase from the original sum of $455,000.00 to the amended not to exceed amount of $475,000.00, subject to annual appropriation. A copy of said Amendment and Contract is on file in the Office of the City Clerk.

ADOPTED:

_____
City Clerk

JUSTIFICATION FOR Addendum to Contract

PROJECT NAME: MS4 Stormwater Management Professional Services

PROJECT NUMBER: 2025-3005-17

The attached amendment number 1 to contract with Michael Baker International

dated February 11, 2025 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

Michael Baker International

ENGINEER OR CONSULTANT

Michael Baker
INTERNATIONAL

We Make a Difference

January 12, 2026

Brian Mabry
Project Manager
City of Mobile
205 Government Street
Mobile, AL 36602-0001

RE: MS4, Storm Water Management Professional Services (FY26)

Mr. Mabry,

The purpose of this letter is to outline the types of additional services that may become necessary as the project progresses. Due to the evolving nature of regulatory requirements, and environmental program responsibilities, certain tasks may require supplemental support to ensure the City remains compliant, efficient, and fully prepared to address emerging challenges.

To support the City's ongoing stormwater and environmental program needs, the following additional services may be required during the project:

1. **Evaluation of Stormwater-Related Issues:** Unforeseen stormwater challenges may arise as construction activities evolve or as weather conditions impact project areas. Additional support may be needed to assess, document, and recommend corrective actions for stormwater concerns.
2. **Assessment of Non-Stormwater Discharge Complaints:** The City may receive complaints regarding potential illicit discharges. Investigating these concerns promptly is essential for maintaining MS4 permit compliance and protecting water quality.
3. **Construction Site Compliance Evaluations:** Active construction sites require ongoing monitoring to ensure adherence to erosion and sediment control requirements. Additional inspections may be necessary during periods of increased activity or when compliance issues are identified.
4. **Supplemental Training for Program Elements:** Staff may require additional training to stay current with regulatory updates, best management practices, and new technologies. Providing supplemental training ensures consistent implementation of program requirements.

11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251-380-0898 | Fax: 251-380-9026 | mbakerintl.com

5. **Evaluation of Hardware and Software Solutions:** As data collection and reporting needs expand, the City may benefit from tools that streamline workflows and improve data accuracy. Additional support may be needed to evaluate and recommend hardware or software solutions that enhance efficiency and support permit compliance.
6. **Development of SOPs, Checklists, and Inspection Forms:** Standardized documentation is essential for consistency and regulatory defensibility. Additional services may include developing or refining standard operating procedures, checklists, and inspection forms for various program components.
7. **Assessment of Innovative Technologies:** Emerging technologies can assist in identifying construction trends, detecting potential non-stormwater discharges, monitoring sediment migration, and improving overall program performance. Evaluating these tools may require additional technical support.
8. **Inspection Support for Public Works and Public Services Projects:** Infrastructure repairs and maintenance activities often require environmental oversight and documentation. Additional assistance may be needed to perform and record inspections related to these activities.
9. **Support During EPA and/or ADEM Audits:** Regulatory audits require extensive preparation, documentation, and coordination. Additional services may be necessary to assist the City in gathering required materials, responding to inquiries, and ensuring full compliance during audits.

These potential additional services are intended to ensure that the City remains fully compliant with all applicable regulations while maintaining high standards of environmental stewardship and operational efficiency. As project conditions evolve, having the flexibility to incorporate these services will help safeguard the City's interests and support successful project outcomes.

Please feel free to contact me at 251.751.7487 if you would like to discuss these items further.

Respectfully,



Brian Morgan, PE
Project Manager

AMENDMENT TO CONTRACT

THIS Amendment to Contract is entered into on this ____ day of _____, 202__, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Michael Baker International, Inc., a for-profit corporation organized under the laws of the State of _____ ("Engineer").

RECITALS

WHEREAS, the Engineer and City entered into that certain contract for Municipal Separate Storm Sewer System "MS4" Stormwater Program permit management on February 11, 2025 ("Contract"), with a not-to-exceed amount of $455,000, which includes $5,000 in Additional Services.

WHEREAS, Section III of the Contract defines the Scope of Services to be performed by the Engineer. The parties now desire to amend the Contract to replace the original Scope of Services with an updated version for the 2026 program year.

WHEREAS, the updated Scope of Services reflects changes in regulatory requirements, program priorities, and organizational responsibilities, and is intended to support continued compliance with the City's National Pollutant Discharge Elimination System ("NPDES") MS4 permit.

WHEREAS, Section V(B) of the Contract previously authorized up to $5,000 for Additional Services. The parties now desire to increase this amount to $25,000 to accommodate expanded support needs.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section V(B) of the Contract is amended to increase Additional Services from $5,000 to $25,000 to accommodate expanded support needs. The total aggregate compensation authorized under the Contract, inclusive of all renewal terms, shall not exceed Four Hundred Seventy-Five Thousand Dollars ($475,000), subject to annual appropriation.

2. In accordance with Section IV(A) the Contract, the term will continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of January 31, 2026, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor.

3. Engineer shall provide updated evidence of insurance meeting all requirements of the Contract prior to commencement of services under each extended term.

4. Except as modified hereby, all other terms and provisions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.

5. The City and the Engineer each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Engineer and the City respectively represent and warrant that he or she has the full and complete authority to bind Engineer and City, as the case may be, to this Amendment.

6. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

MICHAEL BAKER INTERNATIONAL, INC.

By:_____
Its Vice President (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Natalie K. Kent, a notary public in and for said County in said State, hereby certify that Jeffrey May, whose name as authorized agent, the Vice President of **Michael Baker International, Inc.**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 6th day of January, 2026.

Natalie K. Kent
Notary Public
My Commission Expires: 7/18/27

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____

City Clerk

Exhibit A: Contractor Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 12/30/2025

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	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Guarantee & Liability Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
11 N. Water Street, Suite 14290
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570115144093 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0419728104	08/30/2025	08/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 4197284-04	08/30/2025	08/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			AUC053258207	08/30/2025	08/30/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728204 AOS	08/30/2025	08/30/2026	X PER STATUTE OTH-ER	
B				WC419728504 WI	08/30/2025	08/30/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2025	08/30/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

RE: MB Project name: City of Mobile Stormwater Management (MS4) Program (FY 2025). City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. Pollution Liability coverage is included under the terms and conditions of the Professional Liability policy (Policy number 03124806 Per Claim $5,000,000 Aggregate $5,000,000)

CERTIFICATE HOLDER

City of Mobile Alabama
PO Box 1827
205 Government Street, 3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570115144093

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CITY OF MOBILE – EXHIBIT 1

MS4 Program Support
2026 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. The Consultant shall participate in meeting with regulatory agencies on an as need basis. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Assist in developing brochures for target pollutant sources and target audiences;
3. Assist in organizing clean up events sponsored by City of Mobile;
4. Assist in outreach to target areas identified on litter hot spot maps; and/or
5. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2026;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;
4. Review DMRs for NPDES permitted facilities;

5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant(s) to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit; and,
4. Evaluate pollution prevention and good housekeeping practices.

MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2027. The Consultant shall assist the City in preparing the 2026 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2026 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2026 MS4 Annual Report shall be finalized and three (3) copies of the Final 2026 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Evaluate inspections reported by others to determine accuracy and completeness of data.

Additional Services

Provide additional support assistance that may include but is not limited to the following:

1. Evaluate stormwater related issues or problems;
2. Evaluate non-stormwater discharge complaints;
3. Evaluate on-going constructions sites for compliance with the City's erosion and sediment control requirements;
4. Provide supplemental training required by various program elements;
5. Evaluate hardware and software solutions that streamline data collection workflows and facilitate organization data for permit compliance;
6. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements;
7. Evaluate innovative technologies that may be used to development trends, construction activities, suspect non stormwater discharges, sediment migration, etc.; and,

8. Assist the City with performing/documenting site inspections of public works and public services infrastructure repairs.
9. Assist with EPA and/or ADEM audits as needed.

Maintain Mobile
Clean Water, Clean Choices

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	325	$ 220	$ 71,500	
Engineer		$ 140	$ -	
Technician III	120	$ 110	$ 13,200	
Environmental Scientist / Technician I		$ 105		
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 3,000	
Subtotal	445			$ 87,700

Public Education and Public Involvement	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	40	$ 220	$ 8,800	
Engineer		$ 140	$ -	
Technician III		$ 110	$ -	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 2,000	
Subtotal	40			$ 10,800

Illicit Discharge Detection and Elimination (IDDE) Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	168	$ 220	$ 36,960	
Engineer	65	$ 140	$ 9,100	
Technician III	140	$ 110	$ 15,400	
Environmental Scientist / Technician I	200	$ 105	$ 21,000	
Clerical / Office Administrative Assistant	16	$ 100	$ 1,600	
Sub Consultants			$ 2,500	
Subtotal	589			$ 86,560

Industrial Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	24	$ 220	$ 5,280	
Engineer		$ 140	$ -	
Technician III	79	$ 110	$ 8,690	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ -	
Subtotal	103			$ 13,970

Monitoring Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	60	$ 220	$ 13,200	
Engineer		$ 140	$ -	
Technician III	60	$ 110	$ 6,600	
Environmental Scientist / Technician I	120	$ 105	$ 12,600	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 2,500	
Subtotal	240			$ 34,900

Pollutant Source Evaluation	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	120	$ 220	$ 26,400	
Engineer		$ 140	$ -	
Technician III	52	$ 110	$ 5,720	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant	6	$ 100	$ 600	
Sub Consultants				
Subtotal	178			$ 32,720

Maintain Mobile
Clean Water, Clean Choices

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Training and Data Review		**Hours**	**Hourly Rate**	**Cost**	**Total**
Sr. Project Manager		130	$ 220	$ 28,600	
Engineer			$ 140	$ -	
Technician III		120	$ 110	$ 13,200	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		22	$ 100	$ 2,200	
Sub Consultants				$ 8,000	
	Subtotal	272			$ 52,000

MS4 Annual Report		**Hours**	**Hourly Rate**	**Cost**	**Total**
Sr. Project Manager		220	$ 220	$ 48,400	
Engineer			$ 140	$ -	
Technician III		260	$ 110	$ 28,600	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		81	$ 100	$ 8,100	
Sub Consultants				$ 3,750	
	Subtotal	561			$ 88,850

Post Construction Program Support		**Hours**	**Hourly Rate**	**Cost**	**Total**
Sr. Project Manager		95	$ 220	$ 20,900	
Engineer			$ 140	$ -	
Technician III		60	$ 110	$ 6,600	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	155			$ 27,500

Maintain Mobile
Clean Water. Clean Choices

City of Mobile
MS4 Program Support
Exhibit 2 - Estimated Fees

SUMMARY

Labor		
Meetings and Support	$ 87,700	
Public Education and Public Involvement	$ 10,800	
Illicit Discharge Detection and Elimination (IDDE) Program Support	$ 86,560	
Industrial Program Support	$ 13,970	
Monitoring Program Support	$ 34,900	
Pollutant Source Evaluation	$ 32,720	
Training and Data Review	$ 52,000	
MS4 Annual Report	$ 88,850	
Post-Construction Program Support	$ 27,500	
Subtotal Labor		$ 435,000
Expenses		
Laboratory Testing	$ 7,000.00	
Mileage, Testing Supplies, Equipment Rental	$ 8,000.00	
Subtotal Expenses		$ 15,000
Total		$ 450,000

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 11/10/2025

Title: Project Manager

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: Brian Morgan Title: Project Manager

E-mail:_ Phone: Brian.Morgan@mbakerintl.com 251-341-3128

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # N/A Your Bid/Proposal Amount $ N/A Date: 11 / 10 / 2025

Description City of Mobile Storm Water Management

Name of Bidder/Proposer: Michael Baker International, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount *	DBE?	Official Verification Only
GeoAnalytics, LLC	251-404-1775	Meetings/Data Analysis/Pub Ed/Training	$21,750.00	5.00%	Yes	

% of contract amount minus expenses.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

21-127 **2025**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required insurance. A copy of said executed contract will be on file in the Office of the City Clerk.

Name of Company:	Michael Baker International, Inc.
Project Name:	MS4, Storm Water Management Professional Services
	(D1-7)
Project Cost:	$450,000.00

Adopted: FEB 11 2025

City Clerk

MOBILE
ALABAMA

MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

PROJECT NO. 2025-3005-17

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 11 day of February, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of helping municipalities administer their NPDES Municipal Separate Storm Sewer System ("MS4") permits and interface with the Alabama Department of Environmental Management ("ADEM"); and

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

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

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

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

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

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

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

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the CONTRACT.

PROJECT – MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with support and management services associated with compliance activities for the City's NPDES permit. (See Exhibit 1 for Scope of Services).

II. STANDARDS

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

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control. ENGINEER's scope of service shall be amended if necessary due to an amendment to the CITY's NPDES Permit Storm Water Management Program Plan ("SWMPP"), ADEM rules and regulations and any other applicable change of law.

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

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

opined by the CITY ENGINEER, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

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

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

A. Meetings and Support – TASK 1

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

To ensure proper implementation of the City's MS4 program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the CITY ENGINEER.

B. Public Education and Public Involvement – TASK 2

1. The ENGINEER shall assist the CITY ENGINEER with public education and public involvement activities;
2. The ENGINEER shall provide technical review of the updated content on webpage revisions;
3. The ENGINEER shall assist in developing technical content/additional brochures for target pollutant sources and target audiences.
4. The ENGINEER shall assist in organizing clean up events sponsored by the City of Mobile;
5. The ENGINEER shall assist in organizing community meetings in target areas;
6. The ENGINEER shall assist in outreach to target areas identified on litter hot spot maps;
7. The ENGINEER shall assist in developing a litter pilot program, in conjunction with new outreach materials; and/or
8. Provide other assistance as required, as directed by the CITY ENGINEER.

C. Illicit Discharge Detection and Elimination (IDDE) Program Support- TASK 3

1. The ENGINEER shall assist field screening activities;
2. If a suspect non-stormwater discharge is identified, the ENGINEER shall provide assistance as requested by the CITY ENGINEER to evaluate the non-stormwater discharge and to attempt to locate its source.
3. The ENGINEER shall collect and analyze samples of suspect non-stormwater discharges;
4. The ENGINEER shall screen major outfalls scheduled for screening in the City's Storm Water Management Plan (SWMP Plan);

5. The ENGINEER shall initiate location and screening of major outfalls in newly annexed areas in accordance with the City's Stormwater Management Plan (SWMP Plan).
6. The ENGINEER shall provide an outfall screening report for each major outfall screened; and/or
7. The ENGINEER shall provide supplemental training to City staff for outfall mapping and screening

D. Industrial Program Support- TASK 4

1. The ENGINEER shall assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial and municipal facilities;
2. The ENGINEER shall assist in the evaluation and organization of information and data provided by the NPDES facilities;
3. The ENGINEER shall assist in identifying NPDES, TRI, and high-risk commercial and Municipal facilities in newly annexed areas;
4. The ENGINEER shall assist the City with routine inspections of NPDES and TRI facilities and provide technical assistance of classification of high-risk commercial facilities;
5. The ENGINEER shall review DMRs for NPDES permitted facilities by ADEM;
6. If NPDES facility is non-compliant with its NPDES permit from ADEM, the ENGINEER shall assist the City in evaluating the NPDES facility; and
7. The ENGINEER shall assist the City in evaluating industrial facilities.

E. Monitoring Program Support- TASK 5

Wet-Weather Monitoring Program

1. The ENINGEER shall collect grab samples for the required testing parameters in the City's NPDES permit from ADEM semiannually at each of the three (3) monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. The ENGINEER shall collect grab samples from the required testing parameters in the City's Stormwater Management Plan (SWMP Plan) semiannually at each of the eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136

Newly Annexed Area Impaired Stream Evaluation

1. The ENGINEER shall assist in the evaluation of impaired streams within the newly annexed areas; and/or
2. If modifications to the monitoring program is necessary for the newly annexed area, the ENGINEER shall assist with modifications and organization as necessary.

F. Pollutant Source Evaluation- TASK 6

1. The ENGINEER shall evaluate pollutant sources and pollutant removal benefits by watershed associated with;
    a. Structural Controls;
    b. Catch basin cleanings;
    c. Litter Trap;
    d. Litter gitters;
    e. Litter collection activities; and,
    f. Sanitary Sewer Overflows (SSOs)

G. Training and Data Review- TASK 7

1. The ENGINEER shall assist with annual pollution prevention and good housekeeping training for City departments and staff as designated for training by the CITY ENGINEER;
2. The ENGINEER shall provide supplemental training required by various program elements, as requested by the CITY ENGINEER;
3. The ENGINEER shall develop standard operating procedures (SOPs), checklists, and inspection forms for program elements, as requested by the CITY ENGINEER; and,
4. The ENGINEER shall evaluate pollution prevention and housekeeping procedures and practices.

H. 2025 MS4 Annual Report- Task 8

1. Part IV of the City's NPDES Permits defines requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January. The ENGINEER shall assist the City in preparing the Next years MS4 Annual Report in accordance with the NPDES Permit requirements. The ENGINEER shall provide an electronic copy of a Draft MS4 Annual Report to the CITY ENGINEER for review and comment. Upon receipt of the written review comments from the CITY ENGINEER, the MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD, The ENGINEER SHALL SUBMIT THE MS4 Annual Report to ADEM via the electronic submittal system on behalf of the City, after approved by the CITY ENGINEER.
2. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
3. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Ay reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the

CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.

4. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

I. Storm Water Management Program Plan (SWMP Plan) Update- TASK 9

1. The ENGINEER shall update the Storm Water Management Program (SWMP) Plan to incorporate any changes implemented in newly annexed areas or that are implemented by the CITY ENGINEER or to incorporate any public comments received.

J. Post Construction Program Support- TASK 10

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. The ENGINEER shall provide support as rested by the CITY ENGINEER that may include;

1. The ENGINEER shall develop and/or revise design, as-built and inspection smart forms in Excel for Best Management Practices (BMPs) used to address post-construction stormwater management;
2. The ENGINEER shall assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. The ENGINEER shall assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements
4. The ENGINEER shall assist the CITY ENGINEER in maintaining an inventory of qualifying new and redevelopment projects; and
5. The ENGINEER shall evaluate inspections submitted for new and redeveloped projects accuracy and completeness of the data reported.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. This agreement shall have an effective date as set forth above and shall remain in effect until January 31st, 2026, and renew for up to two additional one-year periods upon the written request of the City. Upon each renewal, the parties will assess the capacity of the City to assume additional responsibility for management of its MS4 program and will reduce the

Consultant's Scope of Work as appropriate without jeopardizing the City's ability to comply with the requirements of its NPDES permit for its MS4. The price of the contract for a renewal period may be decreased by agreement of the parties to appropriately represent the shift, if any, in the Scope of the Work from the ENGINEER to the City

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

3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at the CITY's discretion.

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

V. BASIS OF PAYMENT

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

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

A. CONTRACTED SERVICES

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

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in

Section III. A-J of this CONTRACT shall not exceed $450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents), inclusive of direct costs or expenses outlined on Exhibit 4.

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

B. ADDITIONAL SERVICES

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

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed $455,000.00 (Four Hundred Fifty-five Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability,

Comprehensive General Liability, and Automobile Liability.

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: Lisa C. Lambert

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Print: Jeffrey D. May

Its: Vice President

Address: 11 North Water Street, 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Natalie A. Kent, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 16th day of January, 2025

_____
NOTARY PUBLIC

My Commission Expires: 7/18/27

EXHIBIT 1: SCOPE OF SERVICES

CITY OF MOBILE – EXHIBIT 1

MS4 Program Support
2025 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Provide technical assistance on webpage revisions;
3. Assist in developing brochures for target pollutant sources and target audiences;
4. Assist in organizing clean up events sponsored by City of Mobile;
5. Assist in organizing community meetings in target areas;
6. Assist in outreach to target areas identified on litter hot spot maps;
7. Assist in developing a litter pilot program; and/or,
8. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2025;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;

4. Review DMRs for NPDES permitted facilities;
5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant(s) to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit;

4. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements, as requested by the City; and,
5. Evaluate pollution prevention and good housekeeping practices.

MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2024. The Consultant shall assist the City in preparing the 2025 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2025 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2025 MS4 Annual Report shall be finalized and three (3) copies of the Final 2025 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

SWMP Plan Update

As program components are implemented in the newly annexed areas, update the SWMP plan to incorporate the program components implemented.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Evaluate inspections reported by others to determine accuracy and completeness of data.

Additional Services

Provide additional support assistance that may include but is not limited to the following:

1. Evaluate stormwater related issues or problems;
2. Evaluate non-stormwater discharge complaints;

3. Evaluate on-going constructions sites for compliance with the City's erosion and sediment control requirements;
4. Provide supplemental training required by various program elements;
5. Evaluate hardware and software solutions that streamline data collection workflows and facilitate organization data for permit compliance;
6. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements;
7. Evaluate innovative technologies that may be used to development trends, construction activities, suspect non stormwater discharges, sediment migration, etc.; and,
8. Assist the City with performing/documenting site inspections of public works and public services infrastructure repairs.
9. Assist with a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers;

EXHIBIT 2: PROJECT ESTIMATE

PROJECT- MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed $450,000.00 **[Four Hundred Fifty Thousand Dollars and Zero Cents]** unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3, 4, 5, 6, 7

SUMMARY

Labor		
Meetings and Support	$ 73,630	
Public Education and Public Involvement	$ 25,000	
Illicit Discharge Detection and Elimination (IDDE) Program Support	$ 86,820	
Industrial Program Support	$ 11,900	
Monitoring Program Support	$ 38,900	
Pollutant Source Evaluation	$ 27,000	
Training and Data Review	$ 50,000	
MS4 Annual Report	$ 76,500	
SWMP Plan Update	$ 16,500	
Post-Construction Program Support	$ 28,750	
Subtotal Labor		$ 435,000
Expenses		
Laboratory Testing	$ 7,000.00	
Mileage, Testing Supplies, Equipment Rental	$ 8,000.00	
Subtotal Expenses		$ 15,000
Total		$ 450,000

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	285	$ 210	$ 59,850	
Engineer		$ 140	$ -	
Technician III	98	$ 110	$ 10,780	
Environmental Scientist / Technician I		$ 105		
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 3,000	
Subtotal	383			$ 73,630

Public Education and Public Involvement	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	100	$ 210	$ 21,000	
Engineer		$ 140	$ -	
Technician III		$ 110	$ -	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 4,000	
Subtotal	100			$ 25,000

Illicit Discharge Detection and Elimination (IDDE) Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	160	$ 210	$ 33,600	
Engineer	67	$ 140	$ 9,380	
Technician III	140	$ 110	$ 15,400	
Environmental Scientist / Technician I	208	$ 105	$ 21,840	
Clerical / Office Administrative Assistant	16	$ 100	$ 1,600	
Sub Consultants			$ 5,000	
Subtotal	591			$ 86,820

Industrial Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	20	$ 210	$ 4,200	
Engineer		$ 140	$ -	
Technician III	70	$ 110	$ 7,700	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ -	
Subtotal	90			$ 11,900

Monitoring Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	$ 210	$ 16,800	
Engineer		$ 140	$ -	
Technician III	50	$ 110	$ 5,500	
Environmental Scientist / Technician I	120	$ 105	$ 12,600	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 4,000	
Subtotal	250			$ 38,900

Pollutant Source Evaluation	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	$ 210	$ 16,800	
Engineer		$ 140	$ -	
Technician III	60	$ 110	$ 6,600	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant	6	$ 100	$ 600	
Sub Consultants			$ 3,000	
Subtotal	146			$ 27,000

Maintain Mobile
Clean Water, Clean Choices

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Training and Data Review		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		130	$ 210	$ 27,300	
Engineer			$ 140	$ -	
Technician III		120	$ 110	$ 13,200	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		20	$ 100	$ 2,000	
Sub Consultants				$ 7,500	
	Subtotal	270			$ 50,000

2024 MS4 Annual Report		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		200	$ 210	$ 42,000	
Engineer			$ 140	$ -	
Technician III		240	$ 110	$ 26,400	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		81	$ 100	$ 8,100	
Sub Consultants				$ -	
	Subtotal	521			$ 76,500

SWMP Plan Update		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		55	$ 210	$ 11,550	
Engineer			$ 140	$ -	
Technician III		45	$ 110	$ 4,950	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	100			$ 16,500

Post Construction Program Support		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		95	$ 210	$ 19,950	
Engineer			$ 140	$ -	
Technician III		80	$ 110	$ 8,800	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	175			$ 28,750

EXHIBIT 3: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
2025 SCHEDULE OF FEES
FY25 MS4 Program

CLASSIFICATION	HOURLY RATES
Senior Project Manager	$ 210.00
Engineer	$ 140.00
Technician III	$ 110.00
Environmental Scientist/Technician I	$ 105.00
Clerical / Office Administrative Assistant	$ 100.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.70 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until January 31, 2026.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1	$73,630.00
Task 2	$25,000.00
Task 3	$86,820.00
Task 4	$11,900.00
Task 5	$38,900.00
Task 6	$27,000.00
Task 7	$50,000.00
Task 8	$76,500.00
Task 9	$16,500.00
Task 10	$28,750.00
Expenses	$15,000.00

Base Contract Amount **$ 450,000.000**

Additional Services (If requested in writing by the City Engineer) ..... $ 5,000.00

Total Contract Amount including Additional Services **$ 455,000.00**

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

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

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

EXHIBIT 6: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/07/2025

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	CONTACT NAME:
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: Zurich American Ins Co	16535
	INSURER D: American Guarantee & Liability Ins Co	26247
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570110386356 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0419728103	08/30/2024	08/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $250,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$2,000,000 $100,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			AUC053258206 SIR applies per policy terms & conditions	08/30/2024	08/30/2025	EACH OCCURRENCE AGGREGATE	$2,000,000 $10,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728203 AOS WC419728503 WI	08/30/2024 08/30/2024	08/30/2025 08/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim Aggregate SIR/Deductible	$1,000,000 $5,000,000 $200,000

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

RE: MB Project name: City of Mobile Stormwater Management (MS4) Program (FY 2025). City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

City of Mobile Alabama
PO Box 1827
205 Government Street, 3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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Holder Identifier :

Certificate No : 570110386356

AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER See Certificate Number: 570110370747	
CARRIER See Certificate Number: 570110370747	NAIC CODE
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 1/16/2025

Title: Project Manager

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: Brian Morgan Title: Project Manager

E-mail:_ Phone: Brian.Morgan@mbakerintl.com 251-341-3128

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # N/A Your Bid/Proposal Amount $ N/A Date: 1 / 16 / 2025

Description City of Mobile Storm Water Management

Name of Bidder/Proposer: Michael Baker International, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount *	DBE?	Official Verification Only
Ephriam & Associates, LLC	251-259-7940	Meetings/Pub/Ed/IDDE/Monitoring/Training	$7,500.00	1.72%	Yes	
Sidney H. May PE, LLC	205-915-3937	Meetings/Public Education/Training	$15,000.00	3.45%	Yes	
GeoAnalytics, LLC	251-404-1775	Meetings/Data Analysis	$4,000.00	0.92%	Yes	

% of contract amount minus expenses.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D May (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of Michael Baker International, Inc (MBI)

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for MBI that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

VP
~~CEO~~ of Michael Baker International, Inc

Sworn to and subscribed before me this the 10th day of January, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Brenna R. Hewett

BRENNA R. HEWETT
MY COMMISSION EXPIRES
MARCH 24, 2026
NOTARY PUBLIC
STATE OF ALABAMA

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

A RESOLUTION AUTHORIZING THE MAYOR'S DESGINEE TO FILE APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FTA.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. The Mayor's Designee is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statues authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The Mayor's Designee is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The Mayor's Designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

Adopted:

_____

City Clerk

JUSTIFICATION MEMO FOR
AUTHORIZING RESOLUTION

PROJECT NAME: TRANSIT SERVICE PROVIDER
PROJECT #: 5963

CONTRACT #: 5497
VENDOR NAME: PORT CITY TRANSIT, LLC
VENDOR #:299964

The attached resolution coincides with the above-mentioned current contract for transit provider services. With the disbanding of *The Wave* as the City's transportation entity, the role and responsibility of filing for annual federal assistance and grant awards was reverted to the City of Mobile to perform moving forward.

The resolution herein is meant to replace Resolution 31-1448, which was previously approved by Mobile City Council on November 18, 2025, so that multiple user desginees are allowed the permissions stated in this resolution.

Jacob Laurence
Administrative Services Operations Manager

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FTA.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statues authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

Adopted: NOV 18 2025

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: January 20, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims: Bert Jones

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement B Jones

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

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 Bert Jones, 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: January 20, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Penn Resolution Night Meetings

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

RESOLUTION CALLING QUARTERLY NIGHT MEETINGS

Sponsored by: Councilmember Cory Penn

WHEREAS, the City Council of the City of Mobile, Alabama, conducts its weekly meetings at 10:30 a.m. in accordance with Chapter 2, Section 2-42, Mobile City Code; and

WHEREAS, the City Council of the City of Mobile, Alabama, recognizes that its morning meetings may be difficult for some citizens to attend in that said meetings occur during regular business hours;

WHEREAS, the City Council of the City of Mobile, Alabama, desires to conduct a regular meeting in the evening hours once per quarter;

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that once per quarter – during the months of January, April, July, and October – , beginning in year 2026, the City Council of the City of Mobile, Alabama shall conduct a regular meeting beginning at 6:00 p.m., instead of 10:30 a.m., the date and location of said meeting to be specified by the Council with notice provided as required by law.

Adopted:

_____
City Clerk

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 a Proposed Conditional Use Permit
for Property Located at 1356 Government Street,
120 Espejo Street, and 1356, 1358, and 1360 Conti Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for a proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, 1356, 1358, and 1360 Conti Street to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF

BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 18, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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. 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; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. 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 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 24th day of February, 2026, 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 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street.**

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 Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.** If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** subject to the following proposed conditions: 1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays; 2. Use limited to office and small group meetings; 3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback; 4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council; 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and 6. Full compliance with all municipal codes and ordinances.

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 October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST

LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN

NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a **public hearing** on the requested Conditional Use Permit on **December 18, 2025,** and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;

3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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. 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; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;

5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. 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

Reverend Wayne Miller, Grace Lutheran Church
1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street
Council District 2
Samantha Ingram

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 14, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Reverend Wayne Miller, Grace Lutheran Church**, for a Conditional Use Permit approval **to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** for the property located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street**.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED LETTER OF DECISION

January 9, 2026

Grace Lutheran Church
Reverand Wayne Miller
1356 Government Street
Mobile, Alabama 36604

Re: 1356 Government Street & 120 Espejo Street
ZON-CUP-003506-2025
Reverend Wayne Miller, Grace Lutheran Church
District 2
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

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

At its meeting on December 18, 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; and

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

After discussion the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$766.08.** 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.gov) 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
Stephen Guthrie
Deputy Director of Planning and Zoning

French, Michelle

To:	erdmansurveying@gmail.com
Cc:	Anderson, Logan; Whistler, Caldwell CW
Subject:	Revised Letter of Decision for ZON-CUP-003506-2025 / 1356 Government St & 120 Espejo St, etc.
Attachments:	11 ZON-CUP-003506-2025 1356 Government St & 120 Espejo REVISED LOD.pdf

Good Morning Mr. Erdman,

Attached is the revised Letter of Decision from the December 18, 2025 Planning Commission meeting. Thank you for sending the updated legal descriptions for all the properties.

I am mailing a copy of the letter to Reverand Wayne Miller and it is posted on the website.

Michelle A. French
Secretary II
Planning & Zoning
michelle.french@cityofmobile.gov
(251) 208-7522

BUILDMOBILE

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ■ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Rev. Wayne Miller	
Firm:	Grace Lutheran Church	
Phone:	(251) 433-2749	
Email:	grace@gracelutheranmobile.com	
Address:	1356 Government St. Mobile, AL 36604	

	Owner	Design Professional	
Name:	Grace Lutheran Church		
Firm:	Grace Lutheran Church		
Phone:	(251) 433-2749		
Email:	grace@gracelutheranmobile.com		
Address:	1356 Government Street, Mobile, AL 36604		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

120 Espejo Street — Property Address

.34 Acre — Property Area (acres or square feet)

2910223001049.00 Key# 00904472 — Parcel Number(s) or Key Number(s)

Residential — Present Zoning or Transect District

Religious Facility — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Wayne D. Miller — Applicant or Agent Signature (if applicable)

11-17-2025 — 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.

Wayne D. Miller — Applicant or Agent Signature

11-17-2025 — Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Debroah Milling (President of Congregation), give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Grace Lutheran Church, a corporation for the property located within the city limits of Mobile, Alabama at 1336 Government Street Mobile Al. 36604-2008.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Rev. Wayne Miller Designee (1)	Designee (2)
grace@graceluthernanmobile.com Email	Email
251-433-2749 Phone Number	Phone Number
Deborah Milling ~~Signature of Company Owner~~ PRESIDENT OF CONGREGATION GRACE LUTHERAN CHURCH	Date

Outlook

Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/10/2025 8:59 AM
To grace@gracelutheranmobile.com <grace@gracelutheranmobile.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

2 attachments (325 KB)
Property Owner List for GLC.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good Morning,

We have completed our initial review of the above-referenced Conditional Use Permit (CUP) application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization A:**
   The application was signed by *Mr. Wayne Miller*; however, we are unable to verify his affiliation with Grace Lutheran Church. Please provide one of the following to satisfy this requirement:
   - An authorization letter issued by Grace Lutheran Church explicitly authorizing Mr. Miller to act on its behalf; **or**
   - Documentation confirming that Mr. Miller is an officer or authorized agent of Grace Lutheran Church.

2. **Owner Authorization B:**
   The owners of 120 Espejo Street are listed as *Ryan and Christina Swindall.* Accordingly, we will need authorization from one of the property owners, either in the form of:
   - A notarized letter explicitly authorizing Mr. Miller or Grace Lutheran Church to act on their behalf; **or**
   - A completed owner authorization form (attached).

3. **Notification Labels:**
   Notification labels must be provided for **all property owners within 300 feet** of both subject properties. The submitted document includes 22 properties, but staff's preliminary review identified at least 54 qualifying properties (see attached property owner list). Please revise and resubmit the notification labels using a standard **Avery mailing label template**, ensuring all eligible property owners are included in accordance with the applicable requirements.

4. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the

Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025.**
Note: If the meeting has not yet occurred, please provide at minimum:

- The **date, time, and location** of the scheduled meeting; and
- A **list of all property owners** within 300 feet of both subject sites who will receive meeting notice.

5. **Site Plan Requirements:**
   Please submit a site plan that meets all applicable requirements of **Article 10 of the Unified Development Code (pages 6–7).**
   - Aerial photographs and hand-drawn plot plans are **not acceptable.**

6. **DWG File Submission:**
   Please have your surveyor submit the **DWG AutoCAD file** for the site plan directly to our GIS staff. For your convenience, Tori has been copied on this message.

7. **Legal Descriptions:**
   Complete **legal descriptions** of both subject properties (prepared by a licensed surveyor) are required to calculate City Council advertising fees. Following the Planning Commission's recommendation, these descriptions 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 note that the application will not be considered complete until all required materials have been received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the application will be considered *partially complete* and placed on the agenda for the **November 20, 2025, Planning Commission** meeting. Applications not meeting this deadline will be held over until all items are received.

Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025,** the application will be held over. A new Neighborhood Meeting may be required if the documentation does not comply with submittal deadlines.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILDMOBILE

Outlook

Reverend Wayne Miller, Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 11/17/2025 12:27 PM
To Craig Erdman <erdmansurveying@gmail.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

1 attachment (405 KB)
Cover Sheet.pdf;

Mr. Erdman,

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:** Please fill out and sign the attached cover sheet/checklist. All other Neighborhood Meeting items are accounted for; we simply need this last sheet.

2. **Legal Description:** Will you please provide copies of the legal descriptions provided on the site plan in a Word Document? Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

3. **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, **Tori** has been copied on this message.

If the application fees are paid **by noon on Wednesday, November 19, 2025**, the case will be scheduled for the **December 18, 2025, Planning Commission** agenda.

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
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 11-17-2025

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):

_____

_____

Neighborhood Meeting Date: 11-13-2025

Neighborhood Meeting Time: 5:00 PM - 6:00PM

Neighborhood Meeting Location: 1356 GOVERNMENT STREET MOBILE AL - 36604

The following documents are enclosed (place a checkmark where applicable):

- X Dated photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners to whom notification was provided
- X A copy of the notice advertising the Neighborhood Meeting
- X A sign-in sheet documenting meeting attendance
- X A written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: Wayne Miller
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 11-17-2025

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.

Notice of Neighborhood Meeting
Date of Notice: October 22, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Thursday, November 13, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street and/or 1356 Government Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller

Rev. Wayne J. Miller, Pastor

Mrs. Deborah Milling

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604

NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STAT	MAIL_ZIP
ACLM LLC	PO BOX 6752		MOBILE	AL	36660
ALLEN ROBERT SPENCER JR	79 S LAFAYETTE ST		MOBILE	AL	36604
ANTHONY D DARRELL & DEBORAH G	1212 GOVERNMENT ST		MOBILE	AL	36604
ARNOLD KARRIE & DEVEN ARNOLD	108 BRADFORD AVE		MOBILE	AL	36604
BISHOP MURPHY D II	1410 GOVERNMENT ST		MOBILE	AL	36604
BLACKWELL CARTLEDGE WEEDEN III	107 BREADFORD AVE		MOBILE	AL	36604
BLACKWELL CLARENCE VERNON JR	1408 CONTI ST		MOBILE	AL	36604
BROGAUX PROPERTIES LLC	2424 RIDGE RD	C/O KE ANDREWS	ROCKWALL	TX	75087
CHURCH HILL LLC	504 HIGHLAND WOODS DR W		MOBILE	AL	36608
COSTA LISA HYLTON	117 PARKER ST		MOBILE	AL	36604
DEES LAUREN LEIGH	118 PARKER ST		MOBILE	AL	36604
DEMOUY MARTIN JR	107 ESPEJO ST		MOBILE	AL	36604
DEMPSEY SONDRA	261 N JACKSON ST		MOBILE	AL	36603
FIRST LIGHT COMMUNITY OF MOBILE, INC	151 S ANN ST		MOBILE	AL	36604
GACA COMMERCIAL HOLDINGS ALABAMA LLC	1990 LAKESIDE PKWY STE 300		TUCKER	GA	30084
GOVERNMENT HOUSE APARTMENTS LLC LL INTERESTS MOBILE 01 LLC	250 CONGRESS ST		MOBILE	AL	36603
GRACE EVANGELICAL LUTHERAN	1356 GOVERNMENT ST		MOBILE	AL	36604
GUGGENBILLER KARL A & CONNIE C GUGGENBILLER	123 PARKER ST		MOBILE	AL	36604
HAMILTON MARTHA PILLANS C/O PALMER HAMILTON	11 N WATER STE 1200		MOBILE	AL	36602
HUA HANH PHUC & RODMESIA CLARKE	114 PARKER ST		MOBILE	AL	36604
HUNTER CLOVECE & VALERIA	108 PARKER ST		MOBILE	AL	36604
ISAAC NATALIE & DARRIN SCOTT ISAAC	114 ESPEJO ST		MOBILE	AL	36604
KCLS LLC	3207 MAGNOLIA ST STE 100		PASCAGOULA	MS	39567
KEGLEY KARLENE	73 LAFAYETTE ST S		MOBILE	AL	36604
LIVING WORD CHRISTIAN CENTER	1401 GOVERNMENT ST		MOBILE	AL	36604
MA FOODMART 1 LLC	1363 GOVERNMENT ST		MOBILE	AL	36604
MCCOY STEPHEN E C/O WALGREEN REAL ESTATE TAX DEPT	PO BOX 1159		DEERFIELD	IL	60015
MCDONALD COURTNEY GENE	75 LAFAYETTE ST S		MOBILE	AL	36604
MCDONALD HELEN DENISE	65 S LAFAYETTE ST		MOBILE	AL	36604
MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE	116 ESPEJO ST		MOBILE	AL	36604
MEEKS JOSEPH THADDIS JR	5404 SPRING DRIVE		MOBILE	AL	36693
MINOR GEORGIA ANN	2053 OLD SHELL RD		MOBILE	AL	36607
MITCHELL SILVERSTEIN, INC	PO BOX 2947		MOBILE	AL	36652
MIXON KYLE & DEBORAH	71 S LAFAYETTE ST		MOBILE	AL	36604
MONTGOMERY SUZANNE E	18172 S SECTION ST APT 4702		FAIRHOPE	AL	36532
PADGETT JOAN LANIER & WILLIAM CLINTON PADGETT	107 PARKER ST		MOBILE	AL	36604
PATTON ANNE M	1363 DAUPHIN ST		MOBILE	AL	36604
PELLETIER DANIEL	106 BRADFORD AVE		MOBILE	AL	36604
QUINSEY SAUNDRA	PO BOX 91067		MOBILE	AL	36691
RBC CENTURA BANK C/O INVOKE TAX PARTNERS	PO BOX 850		AURORA	OH	44202
REAL PROPERTY HOLDINGS LLC	6158 LOUISE PL W		MOBILE	AL	36609
ROGERS DARI L	1362 CONTI ST		MOBILE	AL	36604
ROMERO LENNA L	116 ESPEJO ST		MOBILE	AL	36604
SERVOLD KARI PETERSON	116 N LAFAYETTE ST		MOBILE	AL	36604
SMITH JEANNE D	110 ESPEJO ST		MOBILE	AL	36604
SMITH JOSHUA & JENNIFER	108 ESPEJO ST		MOBILE	AL	36604
STICKLER MARY JANE	646 KITFOX AVE		FAIRHOPE	AL	36532
SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL	109 GEORGIA ST S		MOBILE	AL	36604
TRESTLE LLC	PO BOX 6845		MOBILE	AL	36660
WATERS LESLIE M	105 ESPEJO ST		MOBILE	AL	36604
WEAVER WILLIE MAE C/O CHRISTOPHER WEAVER	110 PARKER ST		MOBILE	AL	36604
WELDY JOSEPH ALAN	116 PARKER ST		MOBILE	AL	36604
WILSON JEREMY R	69 S LAFAYETTE ST		MOBILE	AL	36604
WILSON ROBERT A & PRUDENCE M WILSON 1/2 INT UNDIV & ELIZABETH T WILSON 1/2 INT UNDIV	3750 WINFORD RD		MOBILE	AL	36619

Public Meeting

Conditional Use Permit

For

120 Espejo Street



Date: November 13, 2025

Time: 5:00 pm

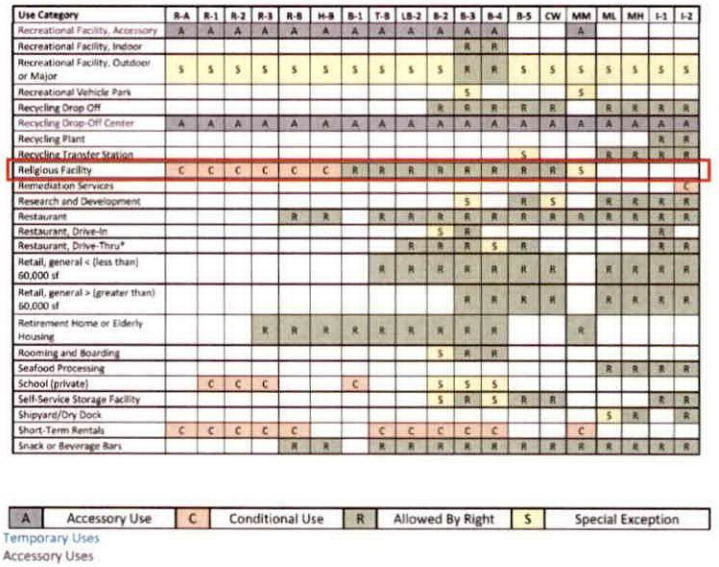
Location: Grace Lutheran Church

1356 Government Street

Mobile Alabama 36604

Purpose

Obtain a Conditional Use Permit for the house located at 120 Espejo street. Currently the property is zoned as R-1: Single Family Residential. The conditional use permit will allow the use of a Religious Facility at the property. The City of Mobile requires a conditional use permit issued for a religious facility within a R-1 zoned area.



Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Recreational Facility, Accessory	A	A	A	A	A	A	A	A	A	A	A	A			A				
Recreational Facility, Indoor											R	R							
Recreational Facility, Outdoor or Major	S	S	S	S	S	S	S	S	S	S	R	R	S	S	S	S	S	S	S
Recreational Vehicle Park											S				S				
Recycling Drop Off										R	R	R	R	R		R	R	R	R
Recycling Drop-Off Center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recycling Plant																		R	R
Recycling Transfer Station													S			R	R	R	R
Religious Facility	C	C	C	C	C	C	R	R	R	R	R	R	R	R	S				
Remediation Services																			C
Research and Development											S		R	S		R	R	R	R
Restaurant					R	R		R	R	R	R	R	R	R	R	R	R	R	R
Restaurant, Drive-In										S	R							R	
Restaurant, Drive-Thru*									R	R	R	S	R					R	R
Retail, general < (less than) 60,000 sf								R	R	R	R	R	R	R		R	R	R	R
Retail, general > (greater than) 60,000 sf											R	R	R	R		R	R	R	R
Retirement Home or Elderly Housing				R	R	R	R	R	R	R	R	R			R				
Rooming and Boarding										S	R	R							
Seafood Processing																R	R	R	R
School (private)		C	C	C			C			S	S	S							
Self-Service Storage Facility										S	R	S	R	R				R	R
Shipyard/Dry Dock																S	R		R
Short-Term Rentals	C	C	C	C	C			C	C	C	C	C			C				
Snack or Beverage Bars					R	R		R	R	R	R	R	R	R	R	R	R	R	R

A	Accessory Use	C	Conditional Use	R	Allowed By Right	S	Special Exception

Temporary Uses
Accessory Uses

Figure 1:Table 64-2-24.1 Use Table from the Mobile Unified Development Code.

Proposed Improvements

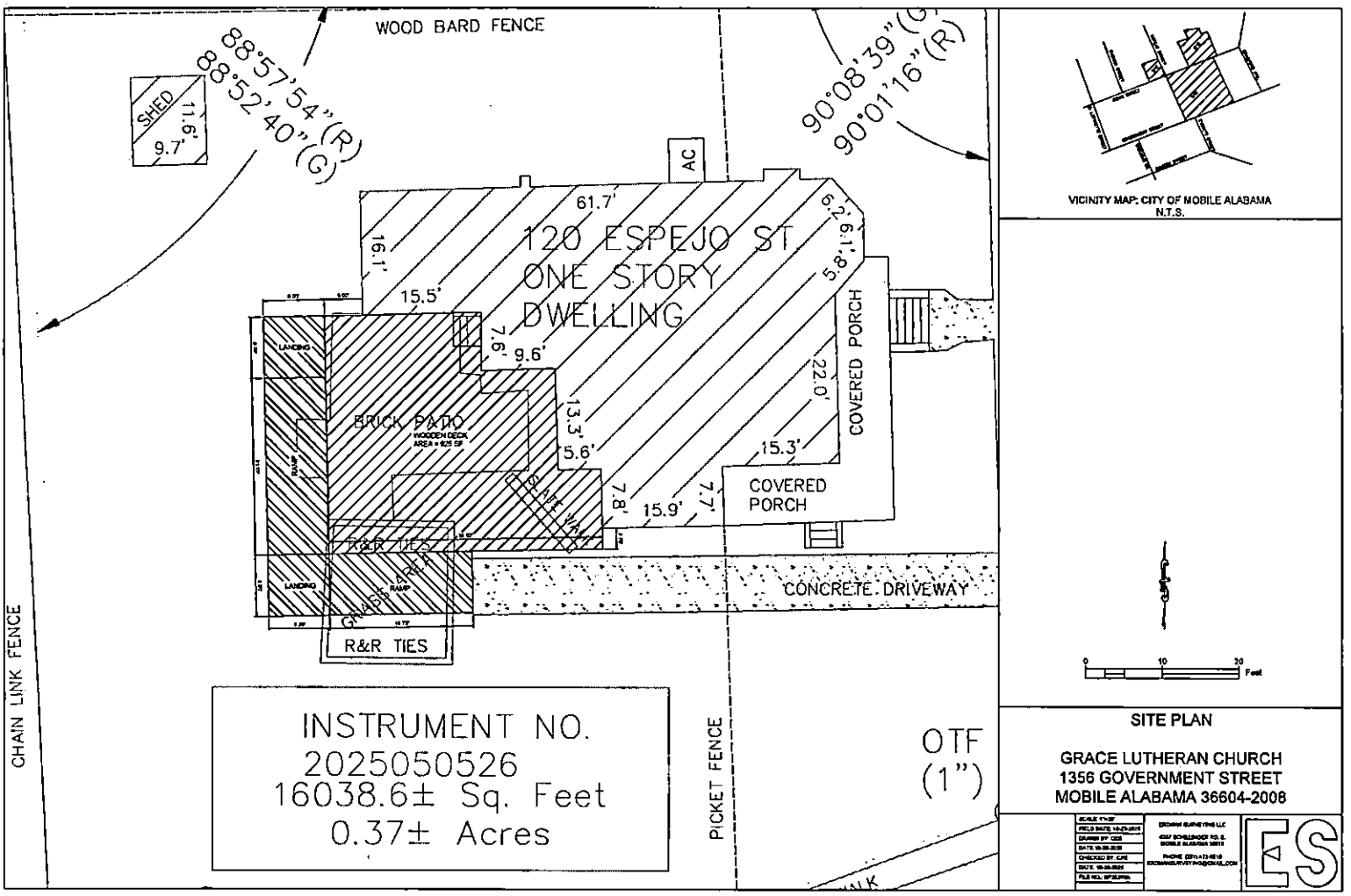
- **Deck /handicap ramp** – The deck is proposed to be a wooden deck with a handicap ramp to allow access to the building.
- **New Paint** – The house will be painted with the same color scheme as previously established.

Questions/Comments/Concerns

If you have additional questions, comments or concerns about the Conditional Use Permit after his meeting please reach out to:

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604

Phone: 251-433-2749
Email: grace@gracelutheranmobile.com


WOOD BARD FENCE
88°57'54"(R)
88°52'40"(G)
90°08'39"(G)
90°01'16"(R)
SHED
11.6'
9.7'
AC
120 ESPEJO ST
ONE STORY
DWELLING
61.7'
16.1'
15.5'
6.2'
5.8'
7.6'
9.6'
13.3'
5.6'
22.0'
COVERED PORCH
15.3'
7.8'
15.9'
7.7'
COVERED
PORCH
BRICK PATIO
WOODEN DECK
AREA = 625 SF
LANDING
RAMP
R&R TIES
CONCRETE DRIVEWAY
CHAIN LINK FENCE
PICKET FENCE
INSTRUMENT NO.
2025050526
16038.6± Sq. Feet
0.37± Acres
OTF
(1")
VICINITY MAP: CITY OF MOBILE ALABAMA
N.T.S.
0
10
20
Feet
SITE PLAN
GRACE LUTHERAN CHURCH
1356 GOVERNMENT STREET
MOBILE ALABAMA 36604-2008

Neighborhood Meeting
120 Espejo Street
Mobile, AL 36604
City of Mobile
Conditional Use Permit
November 13, 2025

Neighborhood Meeting Minutes

The meeting was called to order on November 13, 2025 at 5:00 pm. The meeting was held at Grace Lutheran Church, located adjacent to the property requesting the Conditional Use Permit. Those in attendance can be seen on the sign-in sheet.

Specifically, the Applicant (President and Pastor of the Church), Surveyor, Engineer, and church Secretary were in attendance to address any questions or concerns about the Conditional Use Permit and the development of the property.

A handout was provided to those in attendance to help facilitate any questions and comments and provide an aid for discussion. Also, contact information was provided in the handout if additional questions/concerns arise after the Neighborhood Meeting.

No questions about the development were voiced by those in attendance. Those in attendance voiced approval of the development and provided positive feedback regarding the use of the property.

The meeting was held for one (1) hour and the meeting was closed at 6:00 pm.

Public Meeting Sign-In Sheet
November 13, 2025

120 Espejo Street
Mobile, AL 36604

Grace Lutheran Church
Mobile, AL

Name	Address	Phone (Optional)	Email (Optional)	Affiliation (Optional)
PHILLIP ERDMAN	4600 WHITNEY WOODS DR	251-243-6470	PHILLERDMAN@YAHOO.COM	ENGINEER - GRACE LUTHERAN
Craig Erdman	4337 Schillinger Rd S	251-422-6510		Surveyor
Jan Tanner	265 PARK AVE	251-232-9011	jantannerdisland@gmail	Member
MARTHA WEBB	350 S. GEORGIA AVE	27.423.7783	marthahwebb@aol.com	MEMBER
Ben Grigsby	118 Parker ST	2716541431		Member
LAUREN BRIGGSBY	118 PARKER ST	251-465-0115		NEIGHBOR
Wayne J. Miller				Pastor
Deborah Milling	1655 Ashmoor Dr. E	2516963624	dazlredz@gmail.com	President of Grace
Mary Erdman	4337 Schillinger Rd S.	251-591-2672	maryaerdman@gmail	

PROPERTY DESCRIPTION:

Resolution from Client

Parcel A

Beginning at a point on the North line of Government Street, and running thence Eastwardly along the North line of Government Street 232 feet 8 inches more or less, to the West line of property of Mamie H. Turner, thence Northwardly and parallel with Bradford Avenue, formerly New Street, and along the West line of said property of Turner, to a point on the South side of Conti Street, thence Westwardly along the South side of Conti Street 226 feet 6 inches more or less, to a point which is 45 feet Eastwardly from the Southeast corner of Conti and Espejo Streets, thence Southwardly and parallel with Espejo Street to the place of beginning, said property being bounded on the North by Conti Street, on the East by property of Mamie H. Turner, on the South by Government Street, and on the West by property belonging to the Estate of Joseph N. McAleer, and the Estate of Dennis Cashin.

Real Property book 925 Page 487

From the Southeast intersection of Conti and Espejo Streets, run Eastwardly along the South line of Conti Street 45 feet to a point; thence run Southwardly and parallel with Espejo Street 140 feet more or less, to the North line of property conveyed by Bertha Weber and husband to Edward M. Barr and Janice W. Barr by deed dated 31st December 1953 and recorded in Deed Book 604, Page 180 of the records in the Office of the Judge of Probate, Mobile County, Alabama, which point is 12o feet Northwardly from the North line of Government Street; thence run Westwardly along the North line of said Barr property 45 feet to a point on the East line of Espejo Street 120 feet North of the North line of Government Street; thence run Northwardly along the East line of Espejo Street 140 feet more or less, to the place of beginning.

Real Property Book 3688 Page 695

Commencing at the Northeast corner of Government and Espejo Streets, thence running Eastwardly 45 feet on Government Street to a point, thence running Northwardly parallel with Espejo Street 120 feet to a point; thence running Westwardly 43 feet 9 inches to the East line of Espejo Street; thence Southwardly 120 feet to the point of beginning, being in block 1083 of the City of Mobile, Lot 1, Mobile County, Alabama.

Real Property Book 3515 Page 041

Lot Number 3 in Square 1 of the Etheridge Tract; said lot having a front of 52 feet 6 inches on the North side of Conti Street, with a depth of 110 feet, with the same width in rear as in front; said Square 1 is bounded on the North by Brown Street; East by Bradford Avenue (formerly

New Street); South by Conti Street and West by Espejo Street; all in accordance with the map of said subdivision; recorded in Map Book 1, Page 1 of the Probate court Records of Mobile County, Alabama.

Real Property Book 2809 Page 648

That certain lot of land on the North side of Conti Street between Espejo and New Streets, known as lot number four in square number one of the Etheridge Tract, having a front of fifty-two and sic-twelfths feet on Conti Street and a depth Northwardly of one hundred and ten feet, being the same property acquired by Harriet and Manuel Minor from W. s. Lewis in 1886 by deed recorded in Mobile in Deed book 52 N.S. page 626.

Real Property Book 210 Page 699

Lot 5, in Square 1 of the Etheridge Tract as per map thereof made by D.M.N. ross, County Surveyor, dated April 15, 1878, said lot being more particularly described as follows: Beginning at a point on the North line of Conti Street 227.5' East of the Northeast corner of Conti and Espejo Streets and run thence East along the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run North and at right angle to Conti Street a distance of 110 feet to a point; thence run West and parallel with the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run South a distance of 110 feet to the North line of Conti Street and the point of beginning.

Parcel R022910223001039.001 Key# 01962353

That certain parcel of land lying North and contiguous to Lots 4 and 5 in Square No. 1 of the Etheridge Tract, beginning at the Northwest corner of said Lot 4, thence running East along the said Northline of Lots 4 & 5 67 feet more or less, to a point, thence running Northeast a distance of 10 feet more or less, to a point being the Northeast corner of Lot 25 of Etheridge Tract, thence running Westwardly along the North line of said lot 25 a distance of 75 feet more or less, to a point, thence run Southwardly along a extended line between Lots 3 & 4 a distance of 40 feet more or less to the Northwest corner of Lot 4 and the point of beginning. Said parcel herein described being the Easterly most part of Lot 25 in Square No. 1 of the Etheridge Tract.

Insturment Number 2025050526

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the Northline of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds

run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Conditional Use Permit Description and Justification

The 120 Espejo Street residential home (caddy corner to Grace Lutheran Church on the northwest corner of Conti and Espejo) under a conditional use permit will be used by Grace Lutheran Church for private offices for the pastor and administration. The house will also be used as a meeting space for small group bible studies and board meetings. The home is approximately 2000 square feet. The house will only have 2 employees (Pastor and Secretary) and might see 10-15 members weekly. The hours of operation will be Monday through Thursday, 10:00 am - 4:00 pm and Sundays from 9:00 am - 12:00 noon.

Grace Lutheran Church has adequate parking already established on their church property. No additional parking or driveway space will be needed. Traffic flow will not be affected. Grace Lutheran Church desires to retain and restore this historical home in the Old Dauphin Way historical district and will comply with all ADA and city requirements. Grace Lutheran Church is the first and oldest Lutheran Church in the State of Alabama. For 158 years, Grace has served the city of Mobile and her surrounding communities. This home will better help us serve the neighborhood in contributing to safety and security as well as being a positive presence for our neighbors.

Inst. # 2025050526 Pages: 1 of 2 I certify this instrument filed on: 8/19/2025 4:15 PM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $18.00 DeedTx: $24 MinTx $0.00
Clerk: BTOWLER ERecorded

ATC27967

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDALL,** husband and wife, the **GRANTORS,** for and in consideration of the sum of **TWO HUNDRED FORTY ONE THOUSAND AND 00/100 DOLLARS ($241,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **GRACE LUTHERAN CHURCH,** the **GRANTEE,** do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama described as follows, to-wit:

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the North line of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Commonly known as: 120 Espejo Street, Mobile, AL 36604

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Any portion of the subject property which may lie with in the right of way of Espejo Street.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; **TO HAVE AND TO HOLD** unto the said **GRANTEE,** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS,** for **GRANTORS** and for the heirs and assigns of

GRANTORS, do hereby **COVENANT AND WARRANT** to and with the **GRANTEE**, and the successors and assigns of said **GRANTEE**, that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE**, and the successors and assigns of said **GRANTEE**, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, GRANTORS have set their hands and seals on this the 18 day of August, **2025.**

Ryan Hall Swindall
RYAN HALL SWINDALL

Christina Loup Swindall
CHRISTINA LOUP SWINDAL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDAL** who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the same day this bears date.

Given under my hand and seal on this 18 day of August, **2025.**

TROY M WILLIAMSON NOTARY PUBLIC ALABAMA STATE AT LARGE

NOTARY PUBLIC
My Commission Expires: 1/11/26

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:
109 S Georgia Ave
Mobile, AL 36604

Grantee's Mailing Address:
1356 Government St.
Mobile, AL 36604

Notice of Neighborhood Meeting
Date of Notice: October 10, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Tuesday, October 28, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller

Rev. Wayne J. Miller, Pastor

Mrs Deborah Milling

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com

BISHOP MURPHY D II
1410 GOVERNMENT ST
MOBILE, AL 36604

ROGERS DARI L
1362 CONTI ST
MOBILE, AL 36604

SMITH JEANNE D
110 ESPEJO ST
MOBILE,AL 36604

MINOR GEORGIA ANN
2053 OLD SHELL RD
MOBILE, AL 36607

MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE
116 ESPEJO ST
MOBILE, AL 36604

GUGGENBILLER KARL A & CONNIE C GUGGENBILLER
123 PARKER ST,
MOBILE, AL 36604

PATTON ANNE M
1363 DAUPHIN ST.
MOBILE, AL 36604

COSTA LISA HYLTON
117 PARKER ST
MOBILE, AL 36604

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER ST,
MOBILE AL 36604

WELDY JOSEPH ALAN
116 PARKER ST
MOBILE, AL 36604

DEES LAUREN LEIGH
118 PARKER ST
MOBILE, AL 36604

GRACE EVANGELICAL LUTHERAN
1356 GOVERNMENT ST.
MOBILE, AL 36604

ROMERO LENNA L
116 ESPEJO ST.
MOBILE, AL 36604

MEEKS JOSEPH THADDIS JR
5404 SPRING DRIVE
MOBILE, AL 36693

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO ST.
MOBILE, AL 36604

SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL
109 GEORGIA ST S
MOBILE, AL 36604

STICKLER MARY JANE
646 KITFOX AVE
FAIRHOPE, AL 36532

CHURCH HILL LLC
504 HIGHLAND WOODS DR W
MOBILE, AL 36608

WILSON ROBERT A & PRUDENCE M WILSON
& ELIZABETH T WILSON
3750 WINFORD RD
MOBILE, AL 36619

RBC CENTURA BANK C/O INVOKE TAX PARTNERS
PO BOX 850
AURORA, OH 44202

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT ST
MOBILE, AL 36604

BLACKWELL CLARENCE VERNON JR
1408 CONTI ST. MOBILE, AL 36604

DEMPSEY SONDRA
261 N JACKSON ST
MOBILE, AL 36603

ACLM LLC
P.O. BOX 6752
MOBILE AL. 36660

ALLEN ROBET SPENCER JR
79 SOUTH LAFAYETE STREET
MOBILE 36604

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT STREET
MOBILE AL. 36604

ARNOLD KARRIE & DEVEN
108 BRADFORD AVE.
MOBILE AL. 36604

BISHOP MURRPHY D II
1410 GOVERNMENT STREET
MOBILE AL. 36604

BLACKWELL CARTLEDGE WEEDEN III
107 BREADFORD AVE.
MOBILE AL. 36604

BLACKWELL CLARENCE VERNON JR.
1408 CONTI DTREET
MOBILE AL. 36604

BROGAUX PROPERTIES LLC
C/O KE ANDREWS
2424 RIDGE ROAD
ROCKWALL TX. 75087

CHURCH HILL LLC
504 HIGHLAND WOODS DRIVE WEST
MOBILE AL. 36608

COSTA LISA HYLTON
117 PARKER STREET
MOBILE AL. 36604

DEES LAUREN LEIGH
118 PARKER STREET
MOBILE AL. 36604

DEMOUY MARTIN JR.
107 ESPEJO STREET
MOBILE AL. 36604

DEMPSEY SONDRA
261 NORTH JACKSON STREET
MOBILE AL. 36603

FIRST LIGHT COMMUNITY OF MOBILE INC.
151 SOUTH ANN STREET
MOBILE AL. 36604

GACA COMMERCIAL HOLDINGS
ALABAMA LLC
1990 LAKESIDE PARKWAY STE 300
TUCKER GA. 30084

GOVERNMENT HOUSE APARTMENTS
LLC LL INTERSTS MOBILE 01 LLC
250 CONGRESS STREET
MOBILE AL. 36603

GRACE EVANGELICAL LUTHERAN CHURCH
1536 GOVERNMENT STREET
MOBILE AL. 36604

GUGGOMBILLER KARL & CONNIE C.
123 PARKER STREET
MOBILE AL. 36604

HAMILTON MARTHA PILLANS
C/O PALMER HAMILTON
11 NORTH WATER STREET STE 1200
MOBILE AL. 36602

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER STREET
MOBILE AL 36604

HUNTER CLOVECE & VALERIA
108 PARKER STREET
MOBILE AL. 36604

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO STREET
MOBILE AL. 36604

KCLS LLC
3207 MAGNOLIA STREET STE 100
PASCAGOULA MS. 39567

KEGLEY KARLENE
74 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

LIVING WORD CHRISTIAN CENTER
1401 GOVERNMENT STREET
MOBILE AL. 36604

MA FOODMART 1 LLC
1363 GOVERNMENT STREET
MOBILE AL. 36604

MCCOY STEPHEN E
C/O WALGREEN REAL ESTATE TAX DEPT
P.O. BOX 1159
DEERFIELD IL 60015

MCDONALD COURTNEY GENE
75 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCDONALD HELEN DENISE
65 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCINTYRE LENNA LESTER & DAVID E.
116 ESPEJO STREET
MOBILE AL. 36604

Agenda Item # 11

ZON-CUP-003506-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Conditional Use Permit

DETAILS

Location:
1356 Government Street & 120 Espejo Street

Applicant /Agent:
Reverand Wayne Miller, Grace Lutheran Church

Property Owners:
Grace Lutheran Church

Current Zoning:
R-1, Single-Family Residential Urban District

Future Land Use:
Traditional Corridor and Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

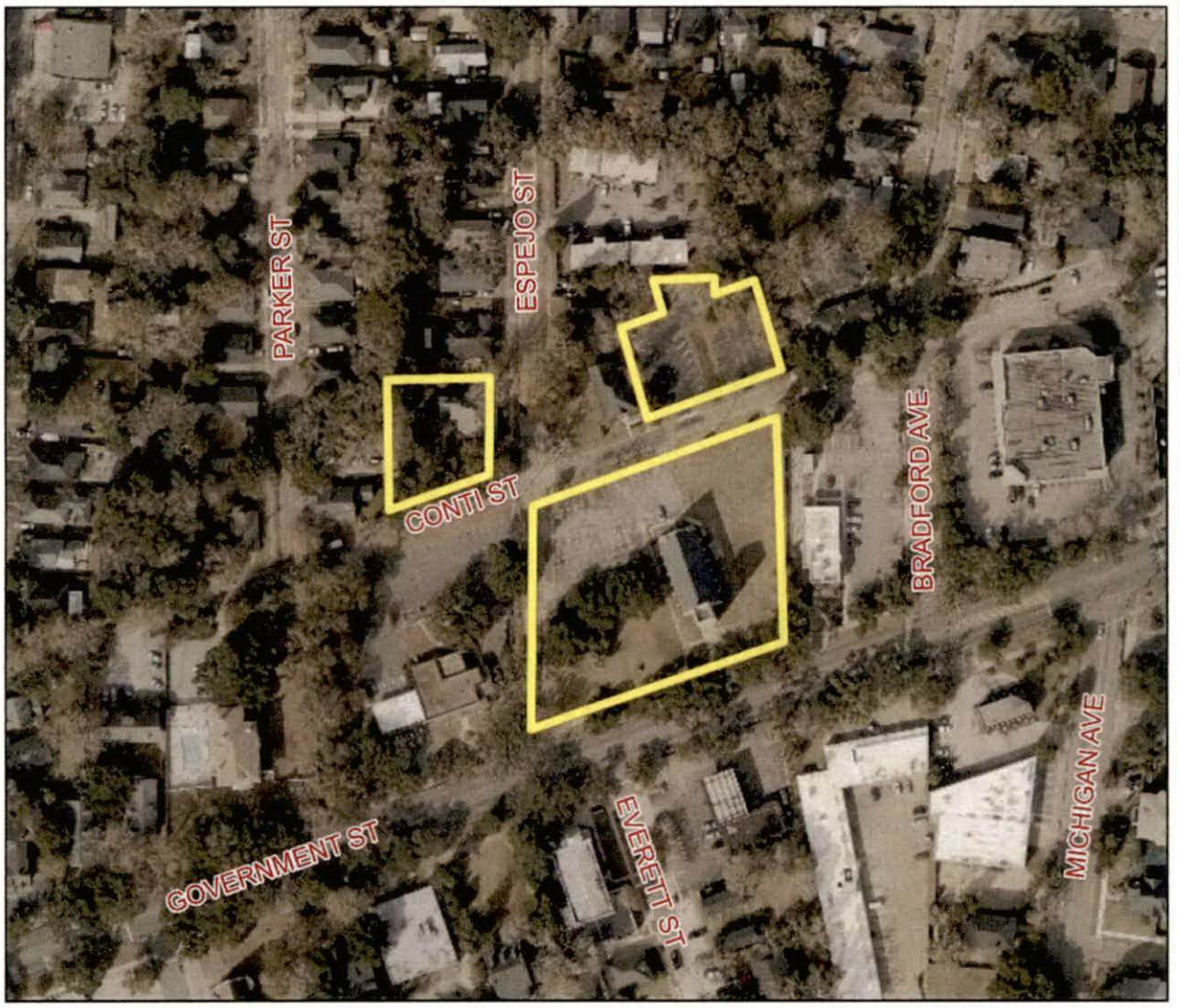
Commission Considerations:

1. Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space with seven (7) conditions

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1889.

With the adoption of the Zoning Ordinance in 1967, the main church site was assigned a B-1, Buffer Business District, and R-1, Single-Family Residential zoning classification. The off-site parking lot and the proposed office/meeting space site were also assigned R-1 zoning classifications.

In 1991, the Planning Commission granted Planning Approval to allow the off-site paved parking lot with landscaping.

There have been several cases before the Board of Zoning Adjustment associated with portions of the three properties. In November 1953, Side and Rear Yard Variances were approved to permit the construction of an addition to the existing building to come 3'-2" off the side property line for the lot at the Northeast corner of Government Street and Espejo Street.

In February 1955, the same lot was the subject of a Front Yard Variance to permit construction of an addition to the existing residence, but that request was denied.

In January 1962, a Use Variance was requested to allow the use of a portion of a house at 1360 Conti Street for a ceramics studio. That site is now the Western-most of the three (3) lots on what is now the off-site parking area for the church on the North side of Conti Street. That request was denied.

In June 1962, a Use Variance was requested for the same site to allow the use of the house as a ceramics studio and two (2) apartments. That request was also denied.

In May 1963, the same request as the January 1962 Use Variance was again requested and approved.

In November 1973, a Use Variance was requested to allow an insurance company at the Northwest corner of Conti Street and Espejo Street, but was denied.

In May 1984, a Rear Yard Variance was approved for the main church site to allow a fellowship hall and gymnasium.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and 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:

The applicant is requesting a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

The applicant, Grace Lutheran Church, owns three (3) separate sites: the main sanctuary site with on-site parking; an off-site parking lot; and an off-site single-family dwelling. The single-family dwelling is proposed to be used for offices and meeting space. Since it is zoned R-1, Single-Family Residential Urban District, the proposed use must be granted via a Conditional Use Permit. No changes are proposed for the main sanctuary site or the off-site parking lot. An ADA-compliant ramp leading to a deck at the rear entry is proposed for the single-family dwelling.

The hours of operation are stated to be Monday – Thursday, 10:00 AM to 4:00 PM, and Sundays 9:00 AM to 12:00 noon. Two (2) employees are proposed, and, other than the office space, the dwelling will only be used for small Bible studies and board meetings. As the church has parking space available in both the on-site and off-site parking areas, no additional parking requirements would be necessitated by this request.

Though the proposed use should have minimal impact on the adjacent residential uses, a six-foot (6') high privacy fence should be required along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback. This should be indicated on a revised site plan.

It should be noted that, if approved, any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

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.

If the application is considered for approval, it should be subject to the following conditions:

1) Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2) Use limited to office and small group meetings;
3) Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4) Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5) Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE December 18, 2025

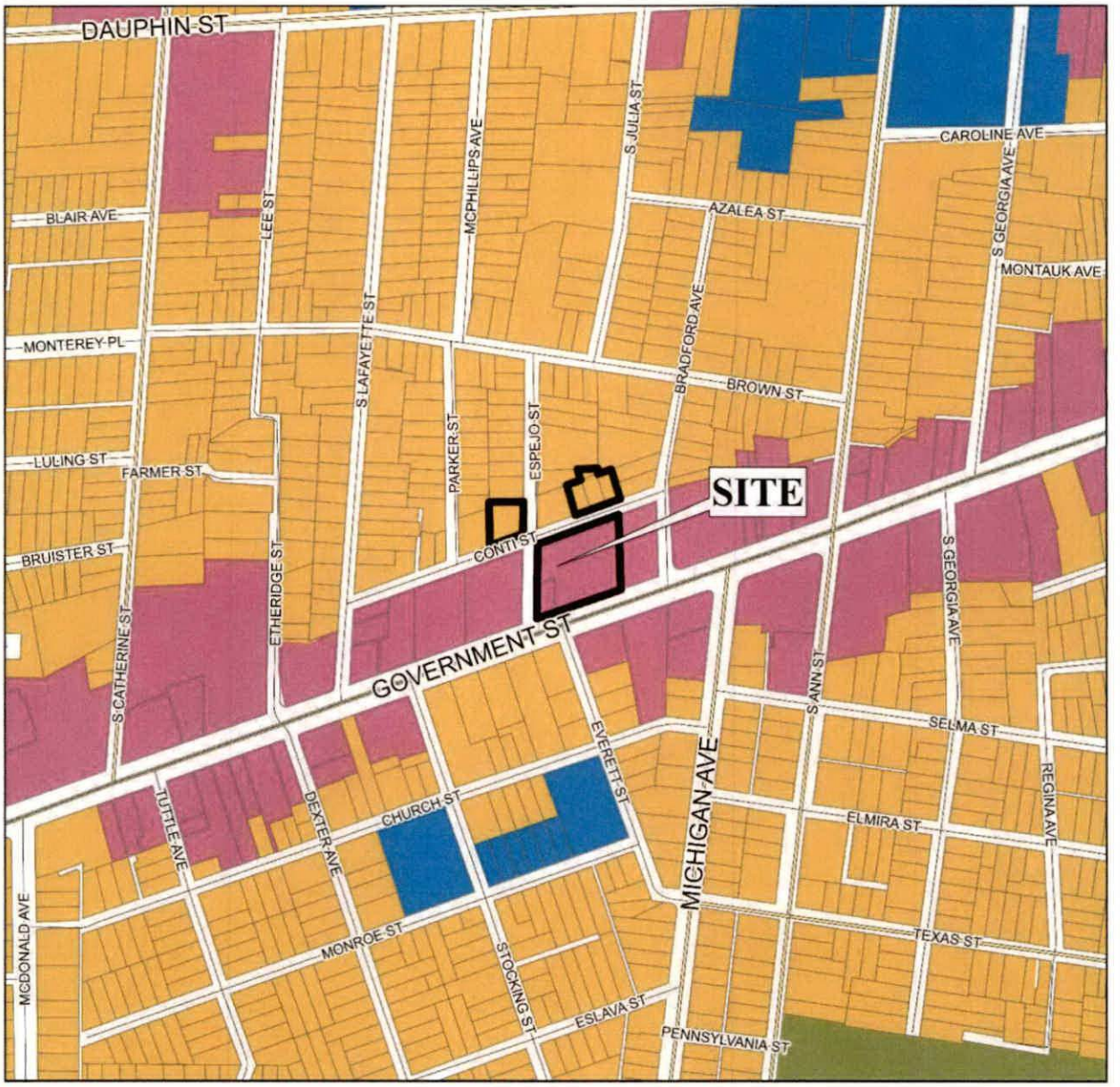
APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST 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	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

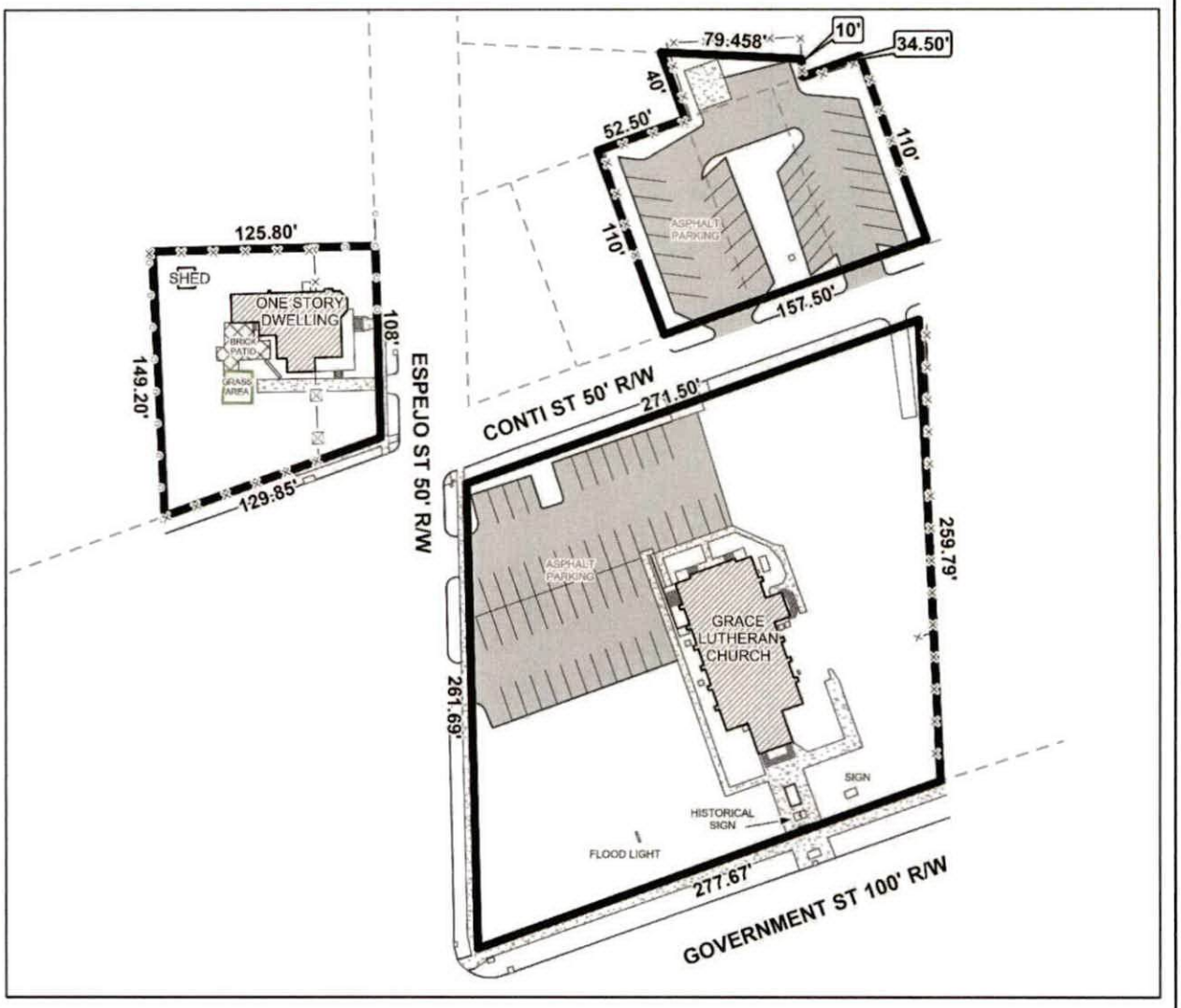
REQUEST Conditional Use Permit

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	

N

NTS

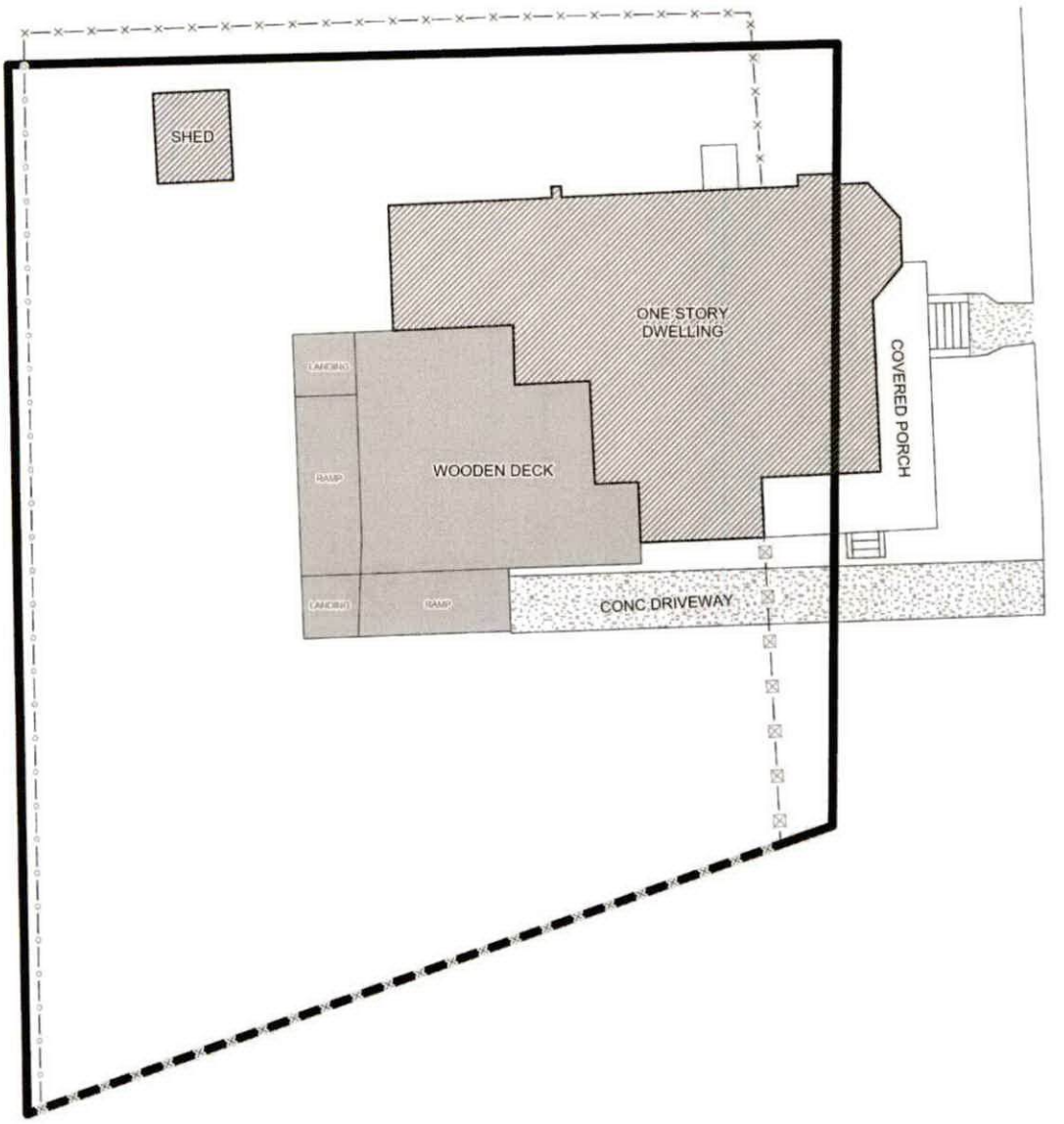
SITE PLAN



The site plan illustrates existing buildings, parking, and drives.

APPLICATION NUMBER 11 DATE December 18, 2025 APPLICANT Reverend Wayne Miller, Grace Lutheran Church REQUEST Conditional Use Permit	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	US	US	US			○								○														○
MIXED DENSITY RESIDENTIAL (MDR)	■	U	U	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	◎
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)	■	■	■	■	■	■	■	■	■	U	◎	◎	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	○	■	○	○	○									■	■	■								
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	■	■	S	■	■	S	■	S	S	◎	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	◎
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	◎	◎
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

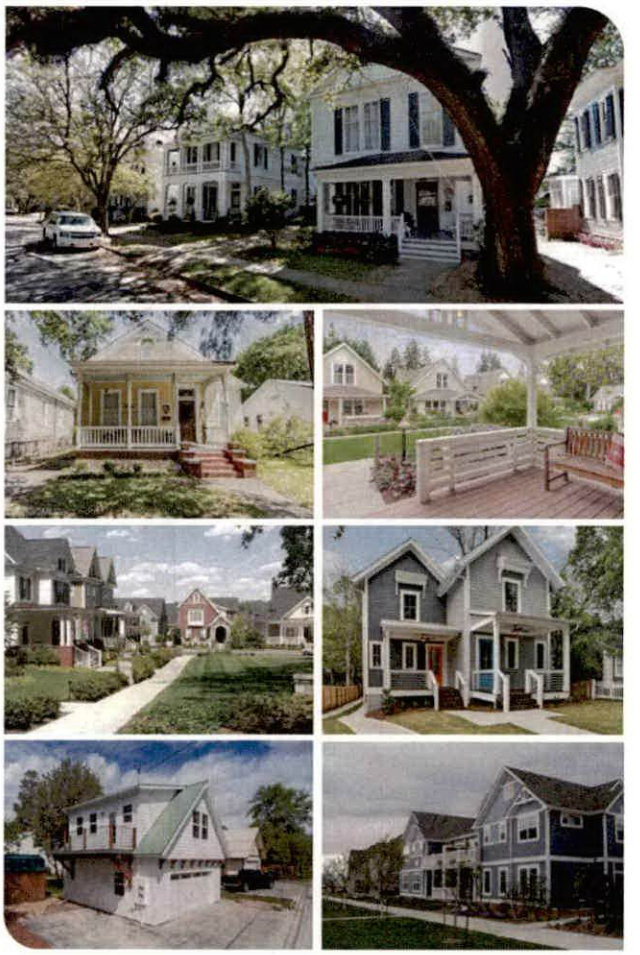
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example





A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

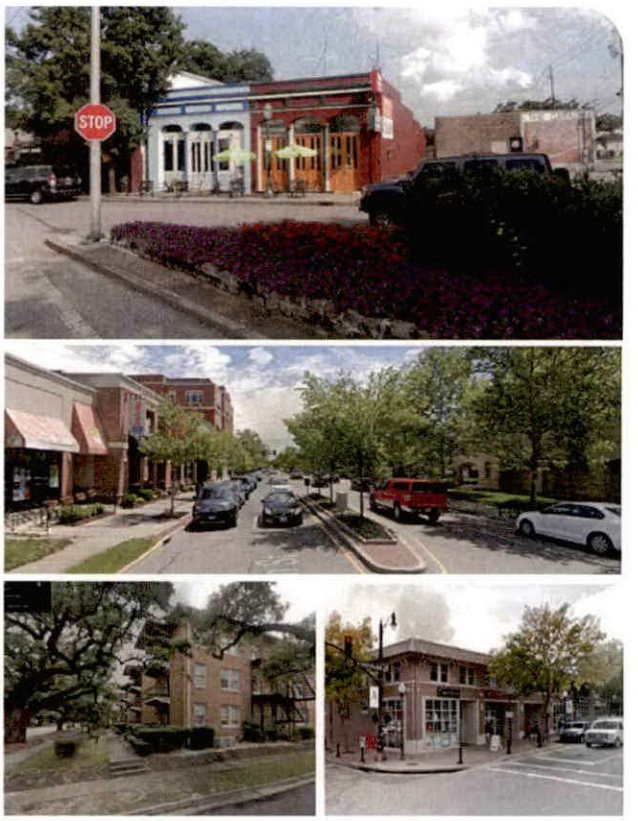
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- 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 Modification
of a Previously Approved Planned Unit Development
For Property located at 6151 Marina Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 6151 Marina Drive South.

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 Planned Unit Development was approved on August 04, 2011 to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at 6151 Marina Drive South and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT

"B" IS SOUTH 53º-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44º02'-21" EAST, 256.37 FEET; THENCE SOUTH 23º-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79º-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79º-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75º-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85º-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14º-39'-00" EAST, A DISTANCE OF 581.01 FEET TO A POINT; THENCE RUN NORTH 45º-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75º-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09º-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on October 20, 2025, amending a previously approved master plan to allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Having considered the application factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration 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.

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. 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 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 24th day of February, 2026, 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 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6151 Marina Drive South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **August 04, 2011.** The owner of said property has applied for a Major Modification **of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites,** subject to the following proposed conditions: 1. Provision of the lot size in square feet and acres on the Final PUD Site Plan; 2. Retention of the sidewalk along Marina Drive South; 3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC; 4. Revision of the site plan to connect sidewalks in front of all buildings on the site; 5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island; 6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC; 7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan; 9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC; 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet; 11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property; 13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC; 14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 15. Compliance with all Engineering comments noted in the staff report; 16. Compliance with all Traffic Engineering comments noted in the staff report; 17. Compliance with all Urban Forestry comments noted in the staff report; 18. Compliance with all Fire Department comments noted in the staff report; 19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior

to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 20. Full compliance with all municipal codes and ordinances.

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 Planned Unit Development was approved on **August 04, 2011** to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at **6151 Marina Drive South** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT "B" IS SOUTH 53°-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44°02'-21" EAST, 256.37 FEET; THENCE SOUTH 23°-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79°-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79°-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75°-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85°-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14°-39'-00" EAST, A DISTANCE OF 581.01

FEET TO A POINT; THENCE RUN NORTH 45°-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75°-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09°-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on **October 20, 2025**, amending a previously approved master plan to **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **December 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;

14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Having considered the application factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration 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.

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;

7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. 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

Chris Lieb
Lieb Engineering Company, LLC
6151 Marina Drive South
Council District 3
C.J. Small

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 9, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Chris Lieb, Lieb Engineering Company, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites, for the property located at **6151 Marina Drive South.**

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;

9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

At its meeting on December 18, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

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

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$978.50.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the December 18th meeting, with revised information due no later than Thursday, December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in the staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report; and
17. Compliance with all Fire Department comments noted in the staff report.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Grandview Pointe Apartments (MOD-003524-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 1:58 PM
To Lieb, Chris <clieb@liebengineering.com>; 'moconnell@liebengineering.com' <moconnell@liebengineering.com>; CJ@morrisonavenuecapital.com <cj@morrisonavenuecapital.com>
Cc Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good afternoon,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Application Submission:**
   Please complete and submit Checklist D of the Planning Commission Application for *previously approved Planning Approvals and Planned Unit Developments.*

2. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planned Unit Development 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 Wednesday, October 22, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   _____

   _____

   _____

   _____

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

     _____
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

     _____
   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. 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.

   _____

   _____

   _____

   _____

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

   _____

   _____

   _____

   _____

Commencing at the intersection of the South margin of Dog River and the former East right-of-way line of Dauphin Island Parkway (formerly Cedar Point Road), Mobile County, Alabama; thence run South 14°-30'-00" West, along said former right-of-way line of Dauphin Island Parkway, a distance of 72.31 feet, more or less, to the former location of a one-half inch iron rod (destroyed by construction); thence continue South 14°-39'-00" West, along said former East right-of-way line, a distance of 550 feet; thence run South 75°-21'-00" East, a distance of 22.36 feet to a point on the present East right-of-way line of Dauphin Island Parkway and the point of beginning; thence run South 75°-21'-00" East, a distance of 177.64 feet to a point; thence run North 14°-39'-00" East, a distance of 442.1 feet, more or less, to Point "A" on the Southern margin of Dog River; thence Eastwardly and Southwardly along the Southern and Western margins, respectively, of Dog River and Mobile Bay, a distance of 1521 feet, more or less, to Point "B" (a mathematical tie from Point "A" to Point "B" is South 53°-24'-34" East, 341.7 feet; thence South 44°02'-21" East, 256.37 feet; thence South 23°-50'-03" East, 822.29 feet) said Point "B" being the intersection of the Western margin of Mobile Bay and the North line of Lot 1, Block 1, Bay Division, Hollingers Island, as recorded in map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court, Mobile County, Alabama; thence run South 79°-15'-00" West, along the North line of said Lot 1, a distance of 721.1 feet, more or less, to the Northwest corner of said Lot 1, said corner being the terminus of the East right-of-way line of the North extension of Bay Road; thence continue South 79°-15'-00" West, along the terminus of said right-of-way, a distance of 26.89 feet to a point; thence run North 75°-01'-00" West, along the terminus of said right-of-way, a distance of 25.06 feet to a point, said point being the terminus of the West right-of-way line of the North extension of said Bay Road; thence run North 85°-23'-00" West, a distance of 135 feet to a point; thence run North 14°-39'-00" East, a distance of 581.01 feet to a point; thence run North 45°-21'-00" West, a distance of 247.51 feet to a point; thence run North 75°-21'-00" West, a distance of 167.64 feet to a point on the present East right-of-way line of Dauphin Island Parkway; thence run North 09°-02'-02" East, 100.47 feet along the present East right-of-way line of Dauphin Island Parkway to the Point of Beginning.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Chris Lieb	
Firm:	Lieb Engineering	
Phone:	2519789779	
Email:	clieb@liebengineering.com	
Address:	1290 Main St Ste E Daphne AL 36526	

	Owner	Design Professional
Name:	MACP Grandview II, LLC	
Firm:	Morrison Avenue Capital Partners	
Phone:	(727) 260-1214	
Email:	cj@morrisonavenuecapital.com	
Address:	1703 N McMullen Booth Rd Unit 1037 Safety Harbor, Fl 34695	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6151 Marina Dr S Mobile, AL 36605
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
01052327

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

10/17/25
Date

Chris Lieb
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

Inst. # 2025013386 Pages: 1 of 7 I certify this instrument filed on: 3/6/2025 8:10 AM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $31.50 DeedTx: $2.00 MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview I, LLC,** an Alabama limited liability company, **Chris J. Ball,** a married man, and **Brewer Realty, LLC,** an Alabama limited liability company (collectively "Grantor"), by **MACP Grandview, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise. Chris J. Ball hereby represents that the Property is not his homestead.

$6,879,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$6,879,000.00** recorded simultaneously herewith.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview I, LLC	**MACP Grandview, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi

Grantor's Name and Mailing Address Cont'd:	
Chris J. Ball	
1415 High Forest Drive	
Tuscaloosa, AL 35406	
Brewer Realty, LLC	
2206 14th Street	
Tuscaloosa, AL 35401	
Attn: Samuel Brewer	

Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$9,700,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW I, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Sole Member

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Sole Member of CSV Grandview I, 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, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

CONNIE J. BRASHER NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires: 1/16/2029

GRANTOR:

CHRIS J. BALL

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Chris J. Ball, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

Notary Public

My commission expires: 01/26/27

GRANTOR:

BREWER REALTY, LLC,
an Alabama limited liability company

By: _____
Name: Samuel Brewer
Its: Authorized Member

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Samuel Brewer, whose name as Authorized Member of Brewer Realty, 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, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

My commission expires: 01/25/27

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 2, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH a non-exclusive terminable right-of-way and easement for the sole purpose of vehicles travelling on, over, through and across the following described property located in Mobile County, Alabama.

That certain plot or parcel of land lying within Lot 1, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama, more particularly described as twelve (12) feet each side of the following described centerline:

Commencing at a point on the East right-of-way line of Marina Drive South (Dauphin Island Parkway) (right-of-way varies), where said right-of-way line is intersected by a North boundary of Lot 1, Grandview Apartments Subdivision, as recorded in Map Book 126, page 71, Probate Court Records, Mobile County, Alabama; thence South 09 degrees, 02 minutes, 02 seconds West, along said East right-of-way line, a distance of 50.33 feet to the point of beginning of said centerline; thence along said centerline as follows: South 75 degrees, 30 minutes, 13 seconds East, 183.52 feet; North 44 degrees, 15 minutes, 14 seconds East, 320.89 feet; South 49 degrees, 57 minutes, 46 seconds East, 253.89 feet; South 28 degrees, 22 minutes, 02 seconds West, 90.12 feet to the PC of a 75.0 foot radius curve concave Eastwardly (chord bears South 15 degrees, 31 minutes, 50 seconds East, 104.01 feet); thence along said curve and along said centerline a distance of 114.92 feet to the PT thereof; thence continue along said centerline as follows: South 59 degrees, 25 minutes, 41 seconds East, 96.94 feet; South 13 degrees, 51 minutes, 05 seconds East, 51.58 feet to the North line of Lot 2 and the point of ending of said centerline.

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama, and as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to the terms and conditions of that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.

10. Rights of tenants in possession, as tenants only, under unrecorded residential apartment leases.

11. Matters shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00, including, but not limited to, the following:

    a) Overhead utility (power and telephone) lines and poles, guy wires, meters, boxes, pedestals;
    b) Underground utility (water and gas) lines, hydrants, manholes, catch basins, valves, meters, and regulators;
    c) Existing wood fence encroaches onto adjoining property along westerly boundary.

Inst. # 2025013343 Pages: 1 of 5 I cer[illegible]his instrument filed on: 3/5/2025 4:29 PM
Doc: D C. Mark Erwin, Judge of Prob[illegible]Mobile County, AL Rec: $25.50 DeedTx: $8[illegible] MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview II, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview II, LLC,** an Alabama limited liability company, by **MACP Grandview II, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

$1,000,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$1,000,000.00** recorded simultaneously herewith.

[Continued on next page]

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview II, LLC	**MACP Grandview II, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi
Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$1,800,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐ _____

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW II, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Authorized Signatory

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Authorized Signatory of CSV Grandview II, 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, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28th day of February, 2025.

AFFIX SEAL

ALABAMA STATE AT LARGE
PUBLIC
NOTARY
CONNIE J. BRASHER

_____
Notary Public

My commission expires: 1/16/2029

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 1, Grandview Apartments Subdivision, according to the plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

[For informational purposes only: Parcel No. 32-18-01-0-005-001.01X]

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama.

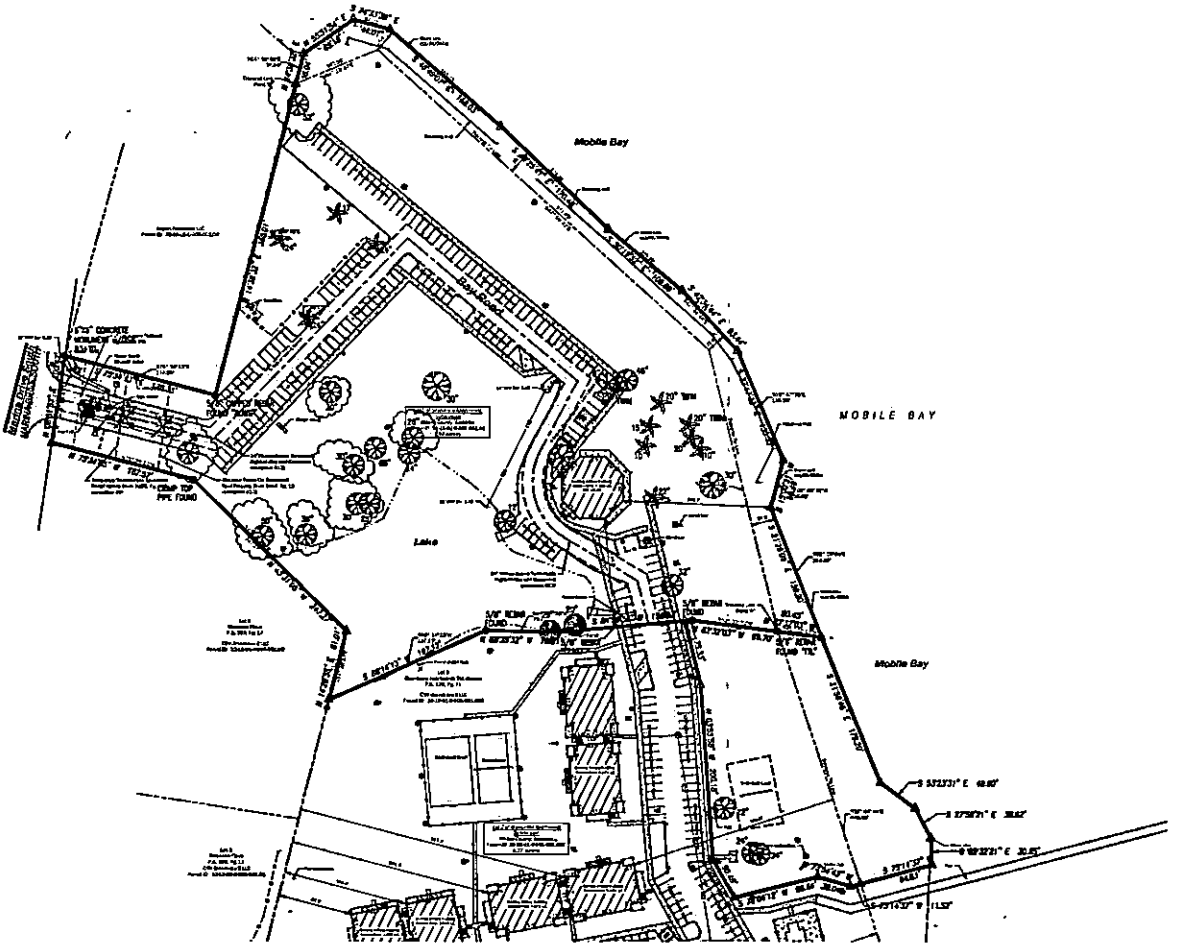
5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.


Mobile Bay
MOBILE BAY
Lake
Mobile Bay

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

MACP GRANDVIEW II LLC
ATTN CRAIG DESCALZI
1703 N MCMULLEN BOOTH RD
UNIT #1037
SAFETY HARBOR, FL 34695

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

CHRIS LIEB
1290 MAIN ST STE E
DAPHNE, AL 36526

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

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MOBILE, AL 36605

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MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

Planning Commission
December 18, 2025

Agenda Item # 4 - HOLDOVER

MOD-003524-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with twenty (20) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 5
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

HOLDOVER COMMENTS

The subject site was heldover at the Planning Commission's October 16, 2025, meeting to allow the applicant time to address concerns related to the proposed development's design. The applicant has since submitted a revised site plan to address staff's concerns.

The site plan has been revised to state that the site has 96 existing units, and 178 units are proposed, for a total of 274 dwelling units. It should be noted that based on the overall size of the property, up to 408 dwelling units could be allowed on the site. With 274 dwelling units proposed, the site is required to have 411 parking spaces. The site plan indicates that a total of 412 parking spaces will be provided. It should be noted that the existing parking lot has several areas where there are more than 12 contiguous parking spaces. If approved, the site plan should be revised to depict the provision of a landscaped island to break up these areas.

The applicant has revised the proposed site plan to depict the required sidewalk along Marina Drive. However, there is no pedestrian connection from the public sidewalk to the structures on the site. Furthermore, if approved, the sidewalks in front of each of the buildings should be revised to connect with each other.

The site plan has been revised to depict a 6-foot (6') tall wooden privacy fence where the site abuts residentially developed property. This should be retained on the site plan, if approved.

The site plan has been revised to include the building footprints of all existing and proposed structures, clearly depicting that the building footprint will be increased by more than 50%, thus requiring the site to fully comply with tree planting and landscape area requirements. Notes were added to the site plan stating that the site will provide compliant bicycle parking spaces, parking lot lighting, building design, and tree planting and landscape area requirements, which should be retained on the site plan, if approved.

The proposed site plan depicts new dumpsters being located on the site. If approved, a note should be placed on the site plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC.

Additionally, the applicant states that the proposed new structures will exceed the maximum allowable height of 50-feet, but will not exceed 65-feet in height. While the applicant does not specifically provide the reason for this, it is most likely due to the site's proximity to water, and therefore structures must be elevated to comply with floodplain management requirements. As such, the proposed increased building height is a function of the land, and not the use, and can be considered as part of the current Major Modification application.

Finally, the site plan has been revised to include the correct development name as well as the legal descriptions for the entire development.

HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
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:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in this staff report;
16. Compliance with all Traffic Engineering comments noted in this staff report;
17. Compliance with all Urban Forestry comments noted in this staff report;

18. Compliance with all Fire Department comments noted in this staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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:

The applicant has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at the time of permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
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:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

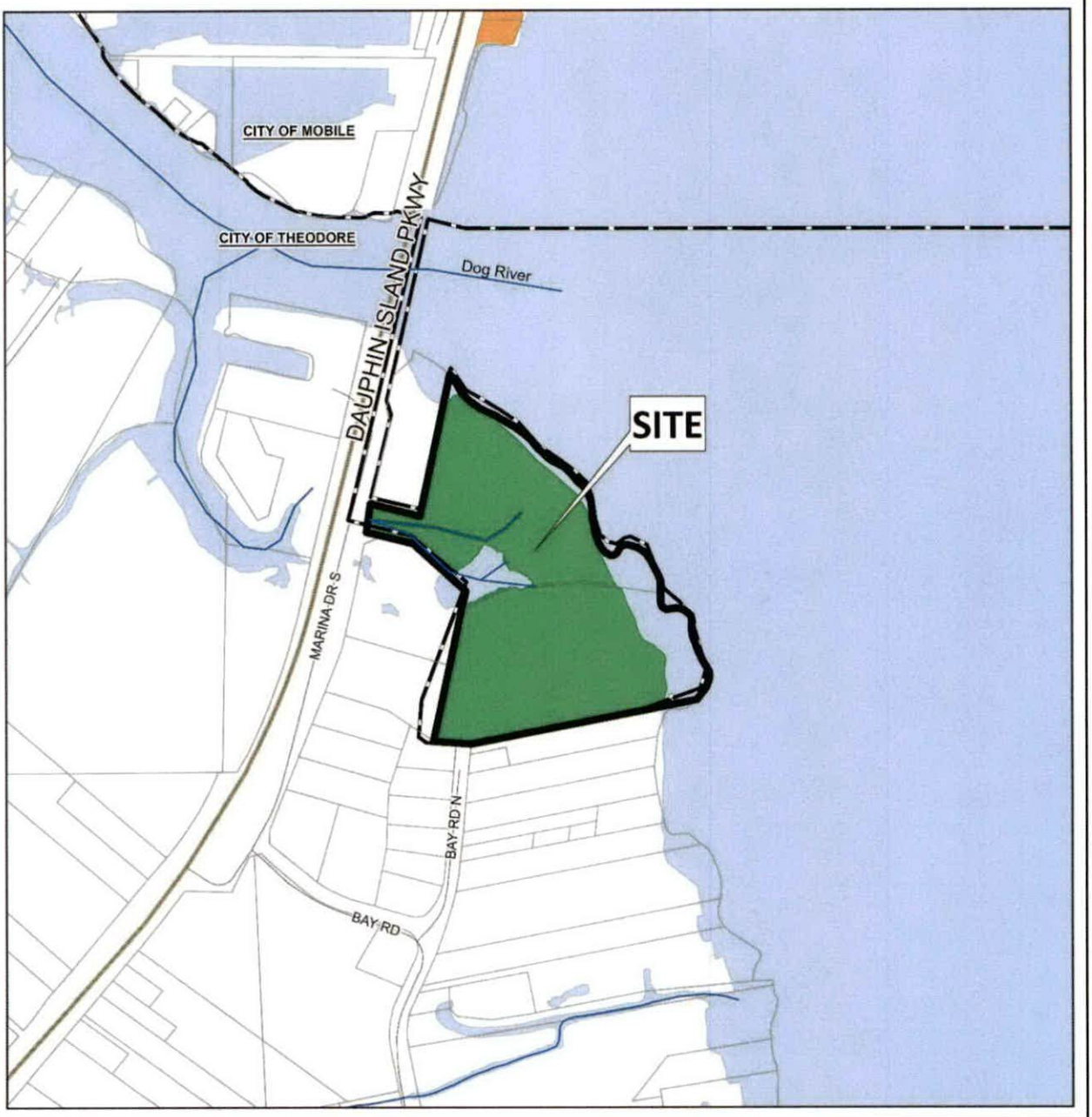
Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;

9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE December 18, 2025

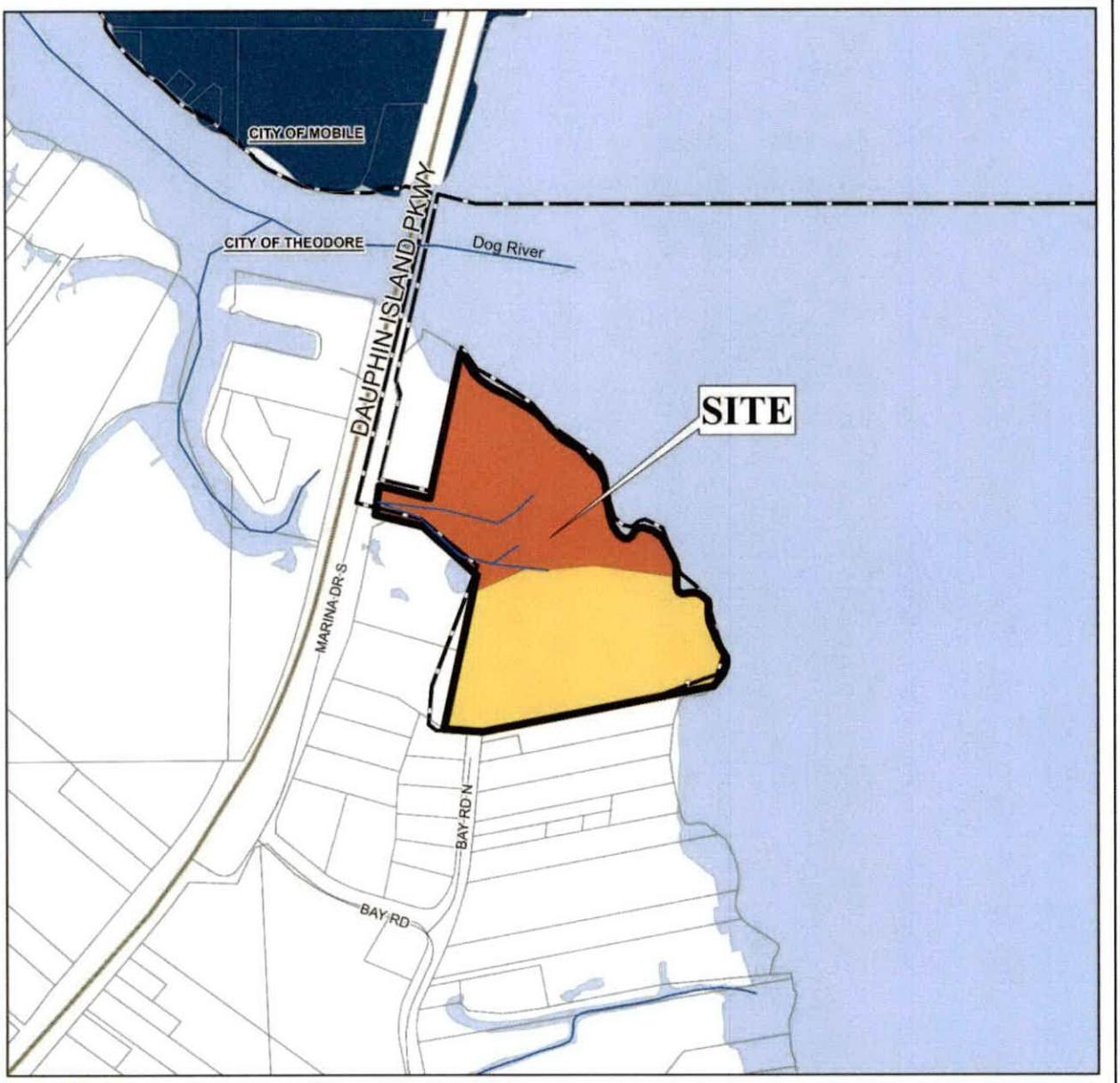
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

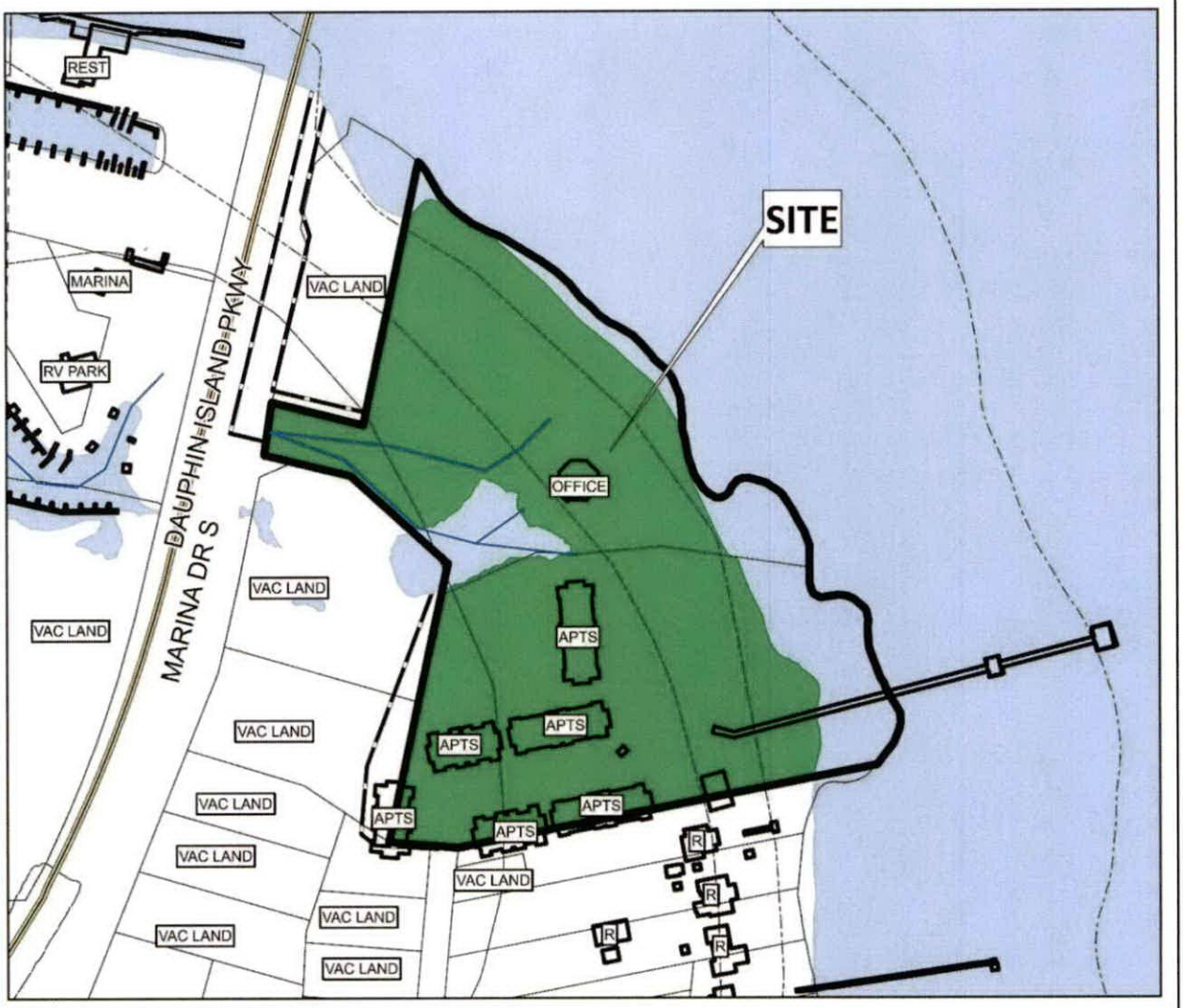
REQUEST PUD Modification

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	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

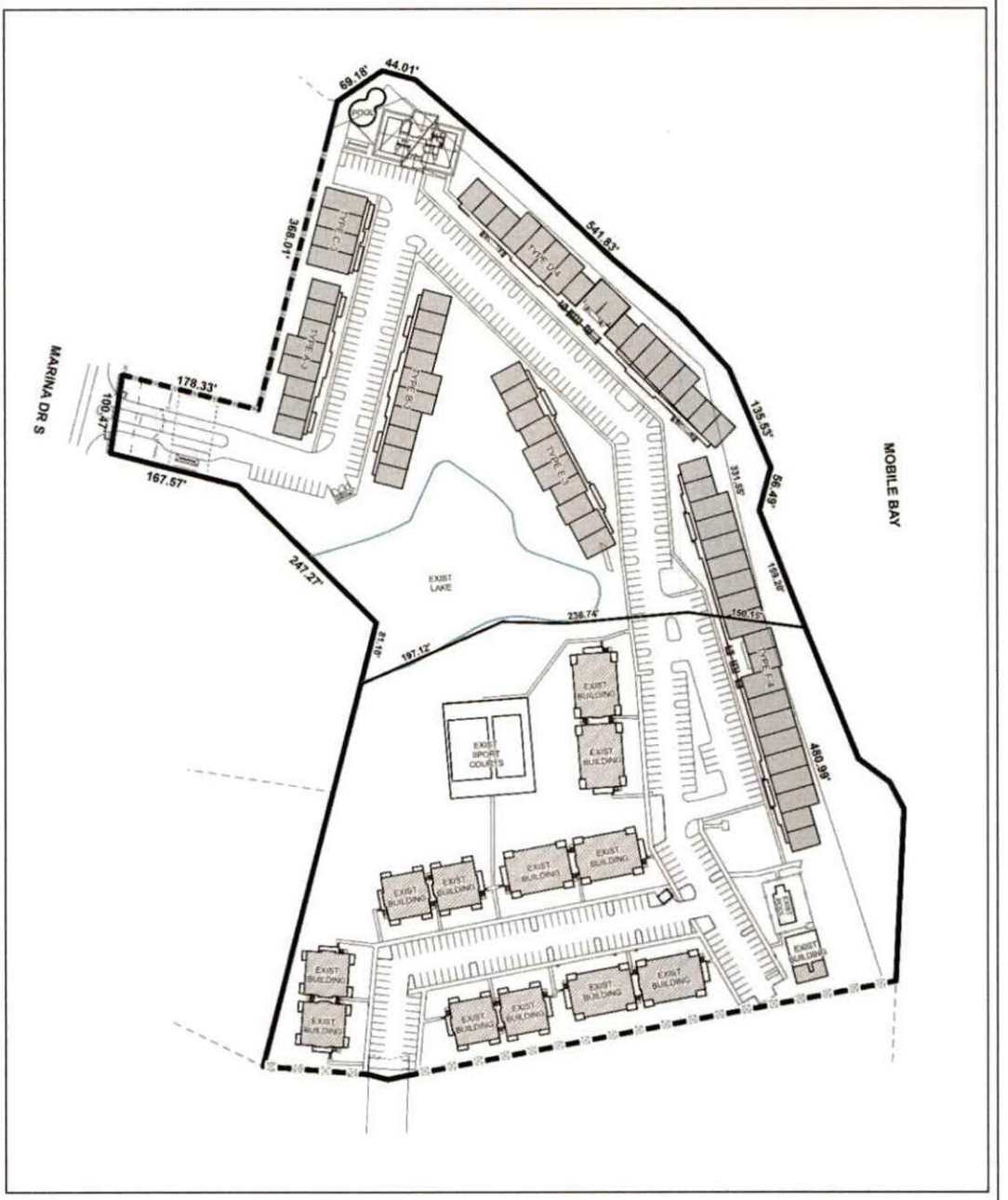
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, fences, lakes, parking, and drives.

APPLICATION NUMBER 4 DATE December 18, 2025	N
APPLICANT Chris Lieb, Lieb Engineering Company, LLC	
REQUEST PUD Modification	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■			■	■	■				■															○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)							■			U	○	○																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U	■	■	○	■	○	○	○									■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				S			S	■	S	S	○									■	■								○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)															■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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

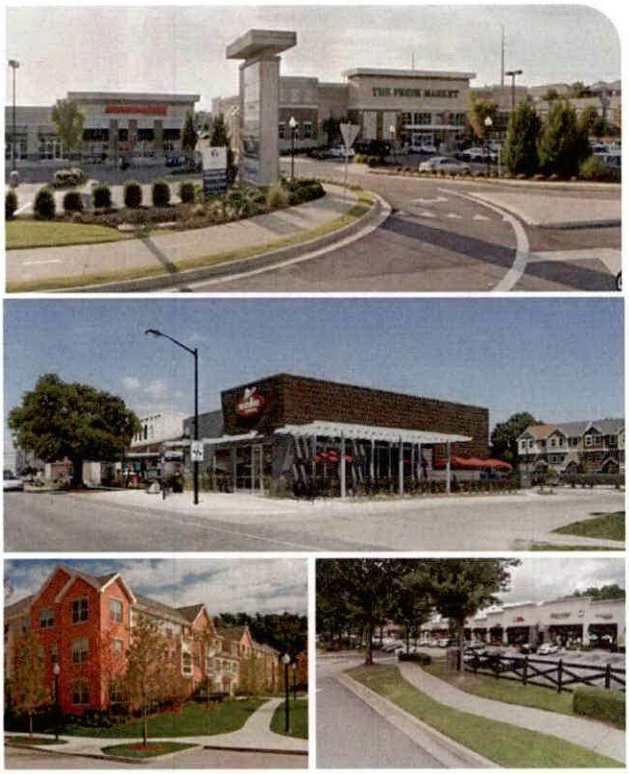
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- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Planning Commission
November 20, 2025

Agenda Item # 9
MOD-003524-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Holdover

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

SITE HISTORY

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1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
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Fire hydrant placement shall comply with the following minimum standards:

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- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

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Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at the time of permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

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:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

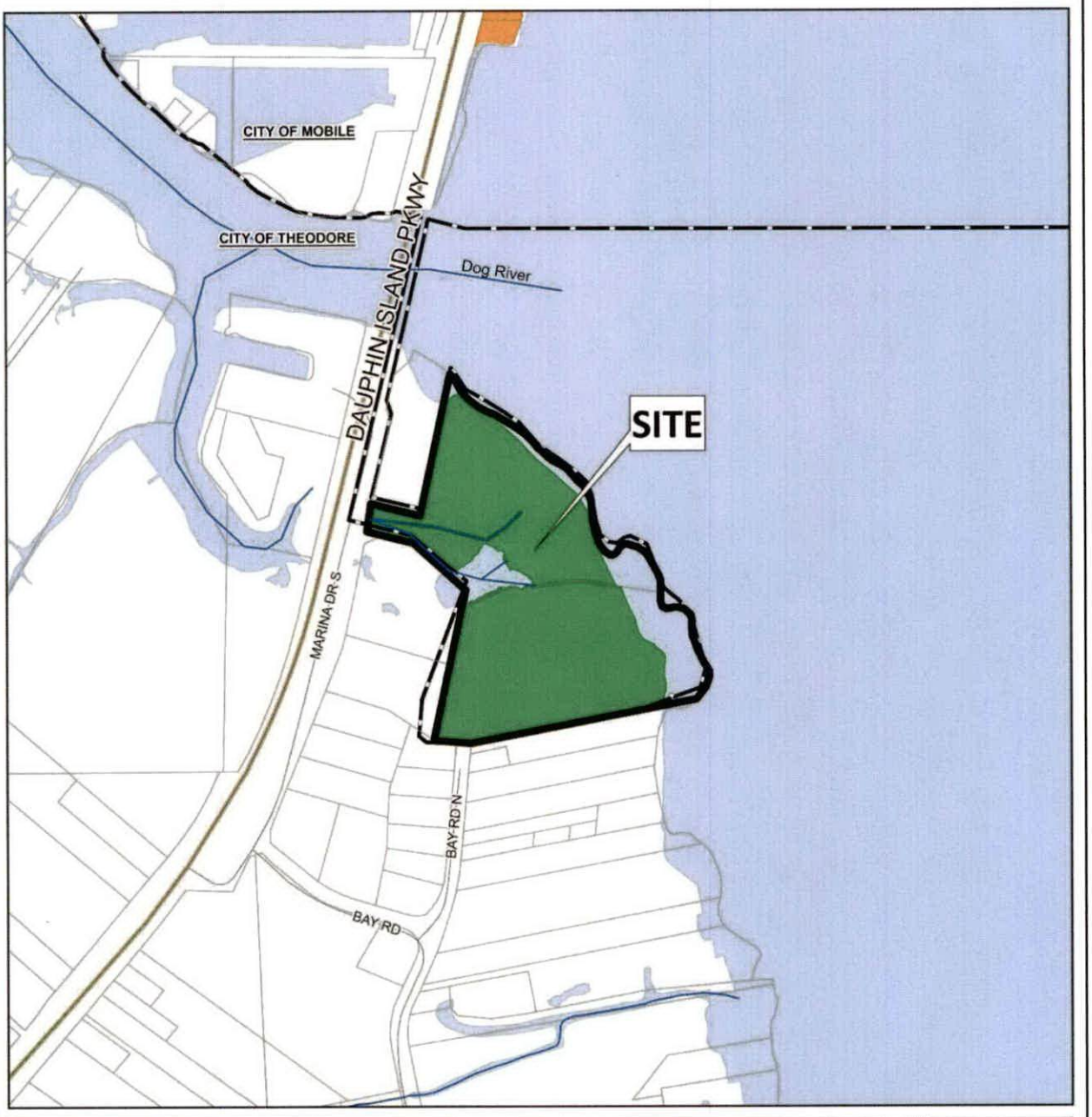
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE November 20, 2025

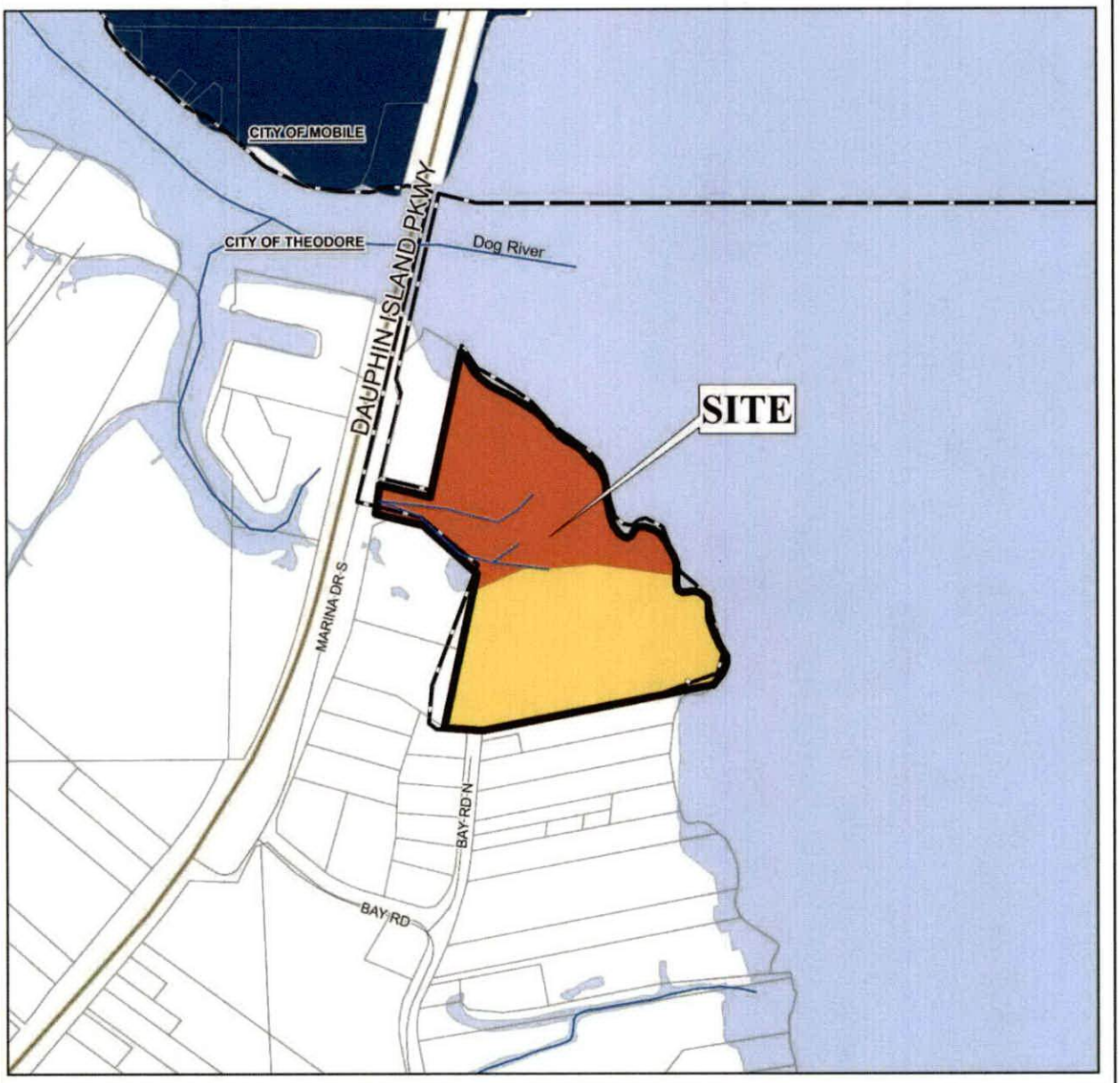
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

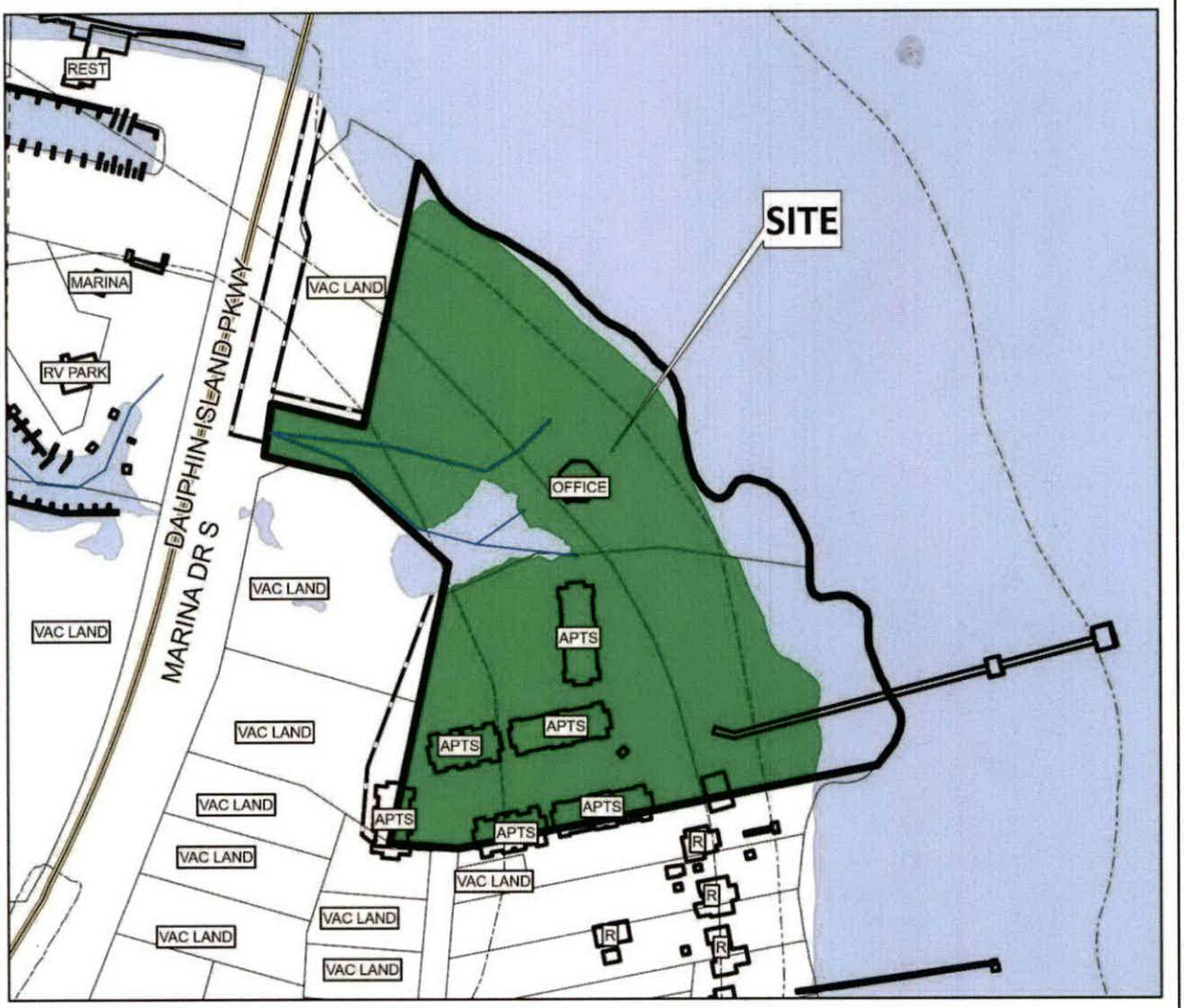
REQUEST PUD Modification

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	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

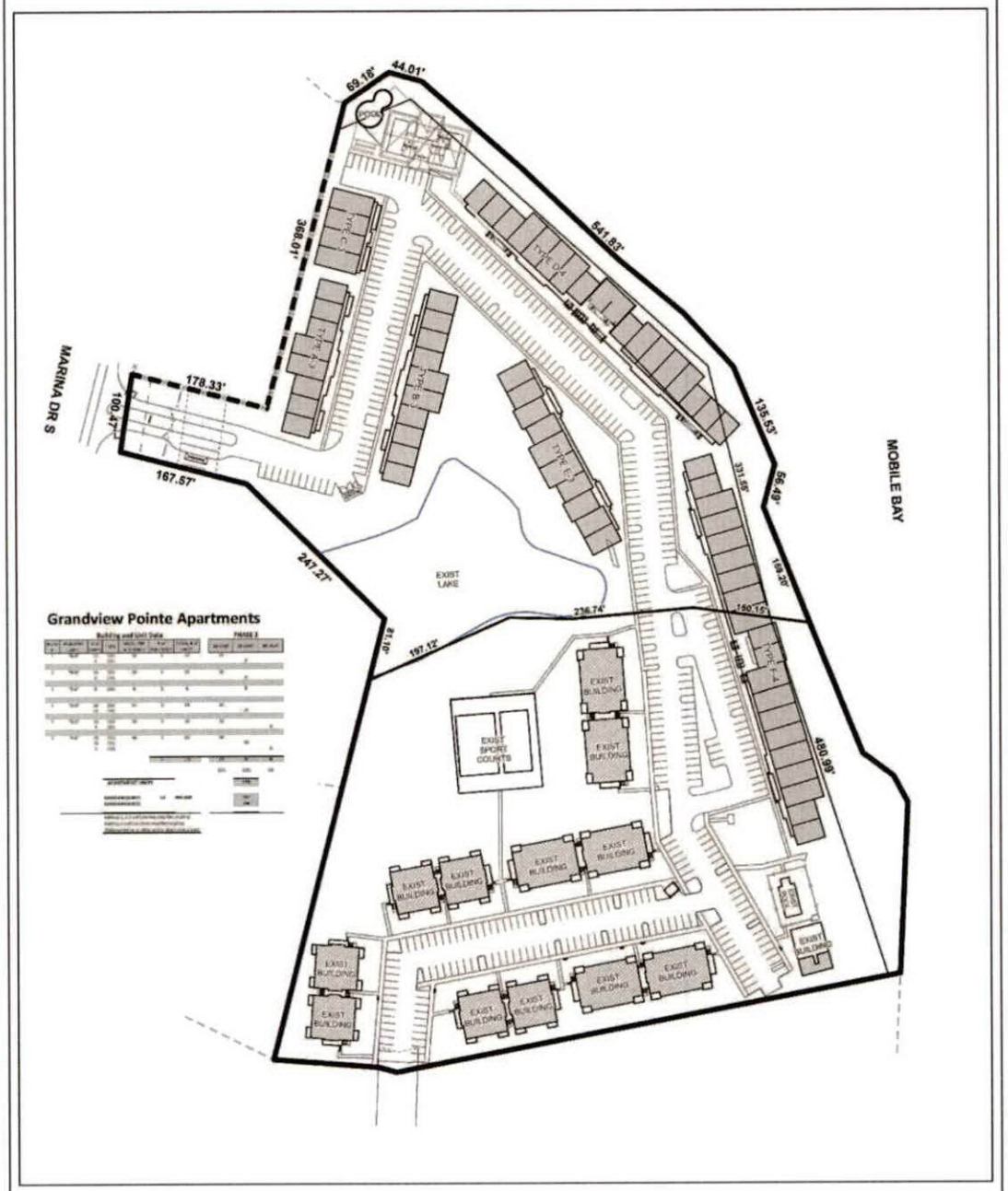
REQUEST PUD Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, lakes, parking, and drives.

APPLICATION NUMBER	9	DATE	November 20, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		

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NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

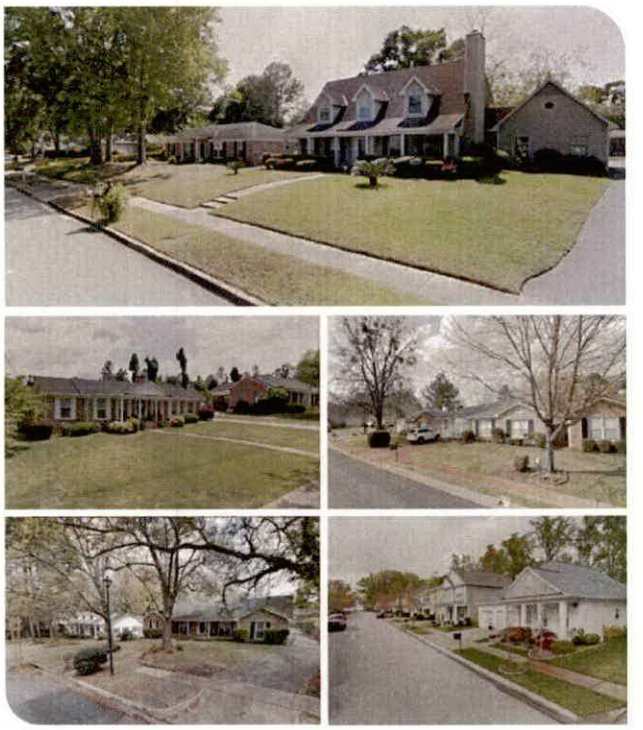
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)	■	U	U	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)	■	■	■	■	■	■	■	■	■	U	○	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	○	■	○	○	○									■	■	■								
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	■	■	■	S	■	■	S	■	S	S	○	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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

