AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 2, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Patricia Evans, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **COMMUNICATIONS FROM THE MAYOR**

7. **ADOPTION OF THE AGENDA**

8. **APPEALS**

   Request of Devon McKibben for a waiver of the Noise Ordinance at Mobile Skate Plaza on June 20, 2026, from 7:00 p.m. - 10:00 p.m. (District 2).

   Request of Isadore Sims for a waiver of the Noise Ordinance at 305 MAMGA Drive on June 20, 2026, from 12:00 p.m. - 6:00 p.m. (District 2).

   Request of Daniel Owens for a waiver of the Noise Ordinance at Dauphin Street

(between Joachim and Conceptions Streets) on July 12, 2026, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of The Child Advocacy Center for a waiver of the Noise Ordinance at Cathedral Square on March 20, 2027, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Antonio Franks for a waiver of the Noise Ordinance at 857 S. Scott Street on June 6, 2026, from 3:00 p.m. - 10:00 p.m. (District 3).

9. PUBLIC HEARINGS

Public hearing to amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 (District 2).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Denise Martin - problems with new bus service and routes being cut.

Sabrina Mass - acknowledge the Council, Mayor, and Administration for doing a great job.

Estella Trotter - request open records of all predominantly black housing developments dismantled, mismanagement of relocation finances, and immunity of government officials being held responsible.

Crystal Frison - concerns about shootings and law enforcement.

Reggie Hill - request varying investigations; Rules, economic development, and public safety.

11. CIP RESOLUTIONS HELD OVER

09-575 Transfer funds from Capital Project CIP Citywide Parks and Trail Signage to Capital Project TIF Wayfinding Analysis; $70,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

12. RESOLUTIONS HELD OVER

01-576 Authorize Amendment No. 1 to Agreement with Found Design, LLC, d/b/a MERJE, for professional services for development of City of Mobile, Alabama Wayfinding Program; $97,400.00 increase (sponsored by Mayor Cheriogotis) (submitted by Shayla Beaco, Build Mobile, Shonnda Smith, Public Works Dept., &

Jennifer Greene, Program & Project Mgmt.).

01-577 Authorize Amendment No. 1 to the Franchise Agreement with Neutron Holdings, Inc., d/b/a Lime, to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

01-578 Authorize agreement with Rob't J Baggett Inc. for Mobile River Fender System Replacement: $1,107,734.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

08-580 Approve Item-Award Bid for used guns (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-592 Authorize Contract with Mobile Convention and Visitors Corporation, d/b/a Visit Mobile, for promotional and advertising services for Mobile Alabama Cruise Terminal; NTE $100,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

60-594 Authorize Settlement Agreement and Release of Claims; S. Williams (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

11-024 Amend Chapter 11, Article II, Section 11, of the Mobile City Code to include a subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmembers Reynolds and Woods) (submitted by Jonathan Maples, City Council Attorney).

64-025 Amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 (sponsored by Councilmember Ingram).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-595 Appoint Tavares Wills Young to the Mobile City County Youth Council (sponsored by Councilmember Small).

37-596 Recommend approval to the ABC Board for issuance of a Special Retail - More than 30 Days License to AMC Mobile 16; 785 Schillinger Rd., S. (sponsored by Councilmember Gregory).

58-597 Assess costs for removal of weeds, Repeat Weed Lien Group 99 (sponsored by

Mayor Cheriogotis).

58-598 Assess costs for removal of weeds, Weed Lien Group 1675 (sponsored by Mayor Cheriogotis).

60-599 Determine an appropriation to 100 Black Men of Greater Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Finance Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-600 Authorize Agreement with Knight Sign Industries, Inc. for Phase I Wayfinding Signage; $120,605.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer White, Traffic Eng.).

01-601 Authorize Service Contract Agreement with Professional Fire Protection Services, LLC for fire suppression systems inspections, maintenance, and repair at various locations; $28,220.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

08-602 Approve purchase order to Autonation Ford Mobile for engine replacement for pumper fire truck; $28,159.23 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-603 Approve purchase order to Axon Enterprise, Inc. for vehicle signal modules and cable assemblies for MPD; $24,741.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-604 Approve purchase order to Butler Complete Services, LLC for storm drainage vegetation and debris removal, Rangeline Service Rd., N. to Nevius Rd.; $21,868.26 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-605 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Demetropolis Rd. to 4214 Arcturus Ln.; $29,110.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-606 Approve purchase order to Scott Alan Construction for storm drainage vegetation and debris removal, 5450 Overlook Rd. to 1310 Dane Ct.; $28,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-607 Approve purchase order to CDW Government, LLC for Apple iPad Air tablets with cases for Parks Dept.; $21,986.75 (sponsored by Mayor Cheriogotis) (submitted

by John Paine, Purchasing Dept.).

08-608 Approve purchase order to Sansom Equipment Co., Inc. for 2 trash trailers for Trash Dept.; $98,800.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-609 Approve purchase order to State of Alabama - Alabama Correctional Industries for beds, tables, and paper sorter furniture for MFRD; $60,893.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-610 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, pants, helmets, and boots for MFRD; $137,052.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-611 Approve purchase order to Walters Controls, Inc. for installation of building system controller for Cruise Terminal; $15,600.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-612 Authorize Contract with Whitsett Mathison to provide tennis lessons for Parks Dept.; NTE $80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks and Rec. Dept.).

16. CALL FOR PUBLIC HEARINGS

41-613 Call for public hearing to consider the application of Woods Anytime Mobility, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for June 16, 2026).

17. ANNOUNCEMENTS

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 20, 2026

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 April 28th meeting of the City Council.

   a) The Public Hearing date is proposed for June 2, 2026.

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) May 6 - Legal
   b) May 13 – Legal and Display
   c) May 20 - Legal

3) **Ordinance.** This is the 32-page ordinance for the City Clerk's signature with the proposed amendments to the January 20, 2026 City Council-adopted Downtown Development District regulations [*ordinance 64-058-2025*].

   a) Please note on the last page that the effective date is July 20, 2026, which coincides with the effective date of the January 20, 2026 amendments.

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:

A. Call for Public Hearing. On March 19, 2026, 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 "A" attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/2buRd8hPS_A?si=gNN3th1lb9E5f29t&t=2724

B. 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 "B" attachments 1-5*).

C. Proposed Amendments. The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's April 16, 2026 meeting (*item "C" attachment*).

D. Proposed Amendments – Redline. A "redline" version of the January 20, 2026 version adopted by the City Council (*ordinance 64-058-2025*) with the proposed amendments (*item "D" attachment*).

E. Public Hearing and Recommendation. On April 16, 2026, 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. The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council.

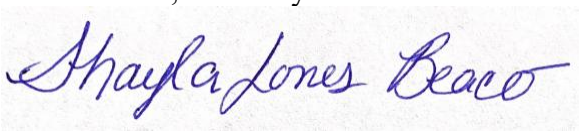
a) A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item "E" attachments*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/II-SW5Rz0FU?si=sc_NqAGhdZ6hBTRc&t=2769

F. Document. One (1) hardcopy delivered by hand of the entire Downtown Development District regulations with the amendments approved by the Planning Commission at their April 16, 2026 meeting (*item "F" attachment*).

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
Chief, Building & Planning

SJB:bh
Attachments

Attachment

1

41-_____ **2026**

Sponsored by: Mayor Spiro N. Cheriogotis

RESOLUTION CALLING FOR PUBLIC HEARING

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

Attachment

2

Publication notes:
Legal Ad: May 6, May 13 and May 20, 2026.
Display Ad, minimum quarter page: May 13, 2026.

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 10:30 a.m. on **Tuesday, June 2, 2026**, 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, May 27, 2026**.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The 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.

Attachment

3

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 **Downtown Development District** regulations 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), as amended be, and the same hereby is, amended as follows:

SECTION ONE:

A. Section 1. General Provisions, paragraph **D.2.** is hereby amended so that it now reads in its entirety as follows:

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in *Section 9.B, Definitions*, and definitions in the UDC. The definitions in *Section 9.B* shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

B. Section 2. Administrative Procedures, paragraph **B.1.(c)(1)** is hereby amended so that it now reads in its entirety as follows:

(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, *including any administrative deviations approved in accordance with subsection (d) below*.

C. Section 2. Administrative Procedures, paragraph **B.1.(c)(3)** is hereby amended so that it now reads in its entirety as follows:

(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 *Section 2.B.6, Variance*.

D. Section 2. Administrative Procedures, paragraph **B.1.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Administrative Deviations

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

E. Section 2. Administrative Procedures, paragraph **B.1.(e)** is hereby amended so that it now reads in its entirety as follows:

(e) 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.

F. Section 2. Administrative Procedures, paragraph **B.1.(f)** is hereby added so that it now reads in its entirety as follows:

(f) 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.

G. Section 3. Zoning Sub-Districts, paragraph **A.1.** is hereby amended so that it now reads in its entirety as follows:

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

H. Section 3. Zoning Sub-Districts, paragraph **A.1.**, **Table 64-15-3.1** is hereby renamed and amended so that it now reads in its entirety as follows:

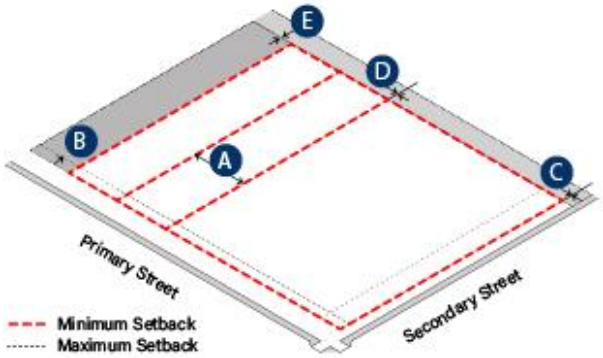
***Table 3.1:* Zoning Sub-Districts Established**	
District	**Name**
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	*SD: Special District*

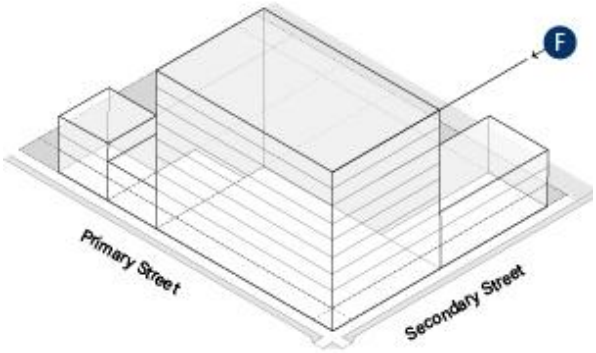
I. Section 3. Zoning Sub-Districts, paragraph **A** is hereby amended to add a new subsection **5** so that it now reads in its entirety as follows:

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

J. Section 3. Zoning Sub-Districts, paragraph **B.2.(e)**, **Table 3.2** is hereby amended so that it now reads in its entirety as follows:

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
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
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 [1]
Parking structure		*80 feet [4]*
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

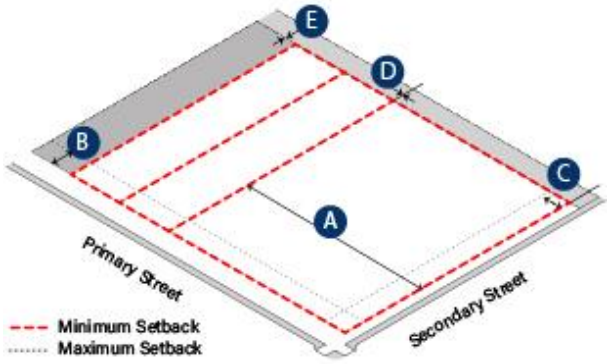
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

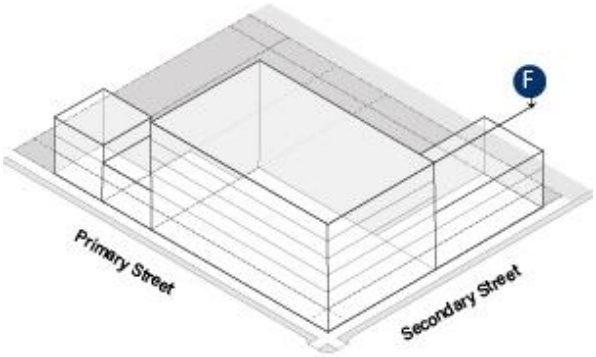
[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

K. Section 3. Zoning Sub-Districts, paragraph **B.3.(f) Additional Standards** is deleted in its entirety.

L. Section 3. Zoning Sub-Districts, paragraph **B.3.(e)**, **Table 3.3** is hereby amended so that it now reads in its entirety as follows:

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 [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), 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	5 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. *See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.*

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

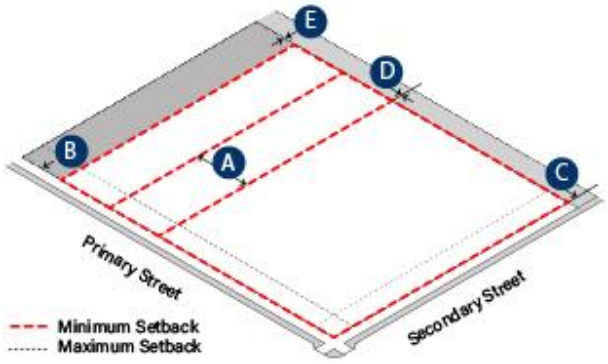
M. Section 3. Zoning Sub-Districts, paragraph **B.4.(a)** is hereby amended so that it now reads in its entirety as follows:

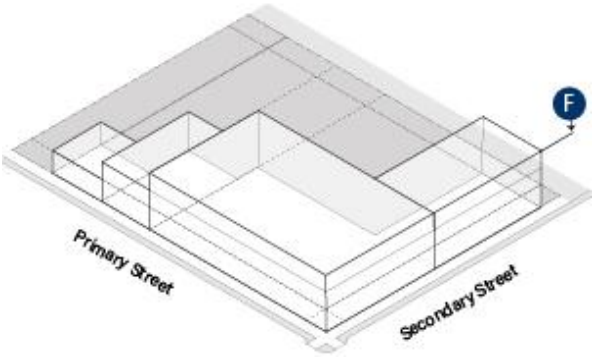
(a) Generally

The T-5.*1* 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.

N. Section 3. Zoning Sub-Districts, paragraph **B.4.(e)**, **Table 3.4** is hereby amended so that it now reads in its entirety as follows:

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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet *[3]*
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

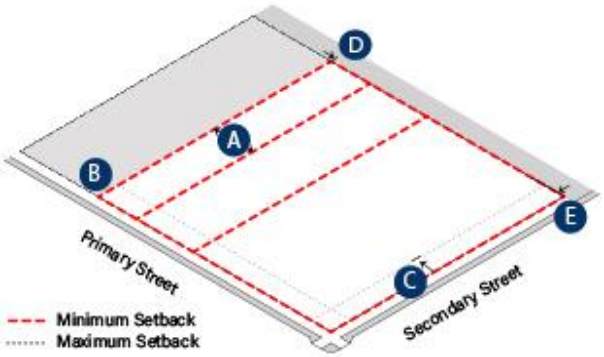
[1] The maximum height of outbuildings shall not exceed the height of the principal building.

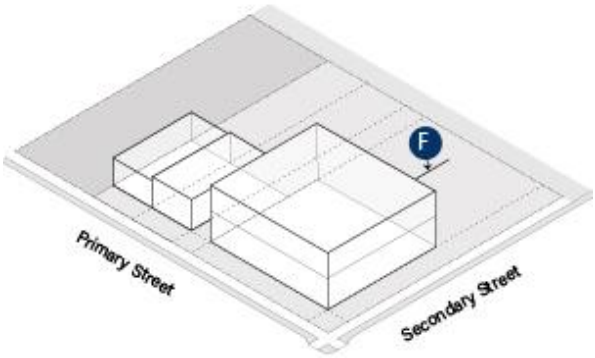
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

O. Section 3. Zoning Sub-Districts, paragraph **B.5.(e)**, **Table 3.5** is hereby amended so that it now reads in its entirety as follows:

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 [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	2 stories [1]

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

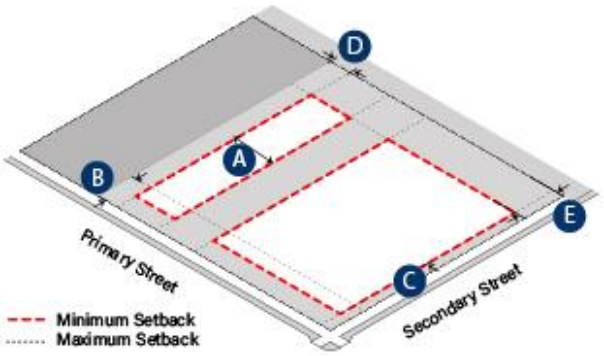
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

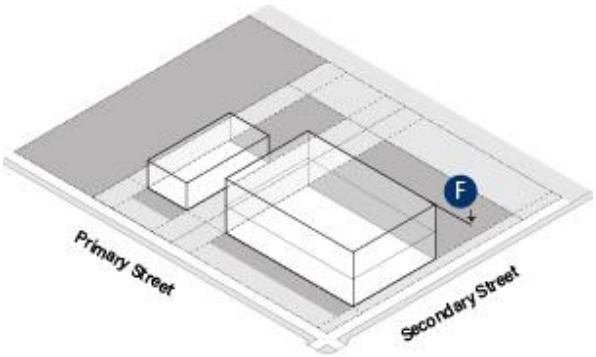
[1] The maximum height of outbuildings *is two stories*.

[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.

P. Section 3. Zoning Sub-Districts, paragraph **B.6.(e)**, **Table 3.6** is hereby amended so that it now reads in its entirety as follows:

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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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

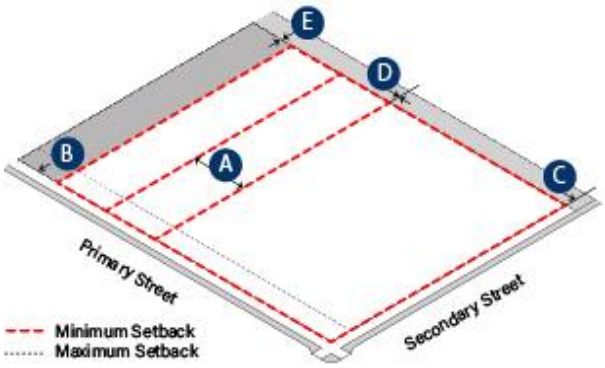
[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

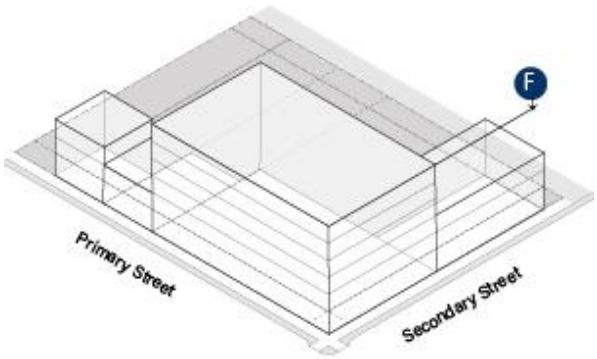
[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

Q. Section 3. Zoning Sub-Districts, paragraph **C.3.(e)**, **Table 3.9** is hereby amended so that it now reads in its entirety as follows:

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 *[2]*

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 [3]	*20%*	*Per floor*

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

[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

R. Section 5. Development Standards, paragraph **A.2.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

S. Section 5. Development Standards, paragraph **A.2.(e)** is hereby added so that it now reads in its entirety as follows:

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

T. Section 5. Development Standards, paragraph **A.3.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Off-street parking shall *only* be accessed from a secondary frontage, *or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.*

U. Section 5. Development Standards, paragraph **A.3.(d)** is hereby amended so that it now reads in its entirety as follows:

(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 lot shall not exceed the maximum number by sub-district in Table 5.2.

V. Section 5. Development Standards, paragraph **A.3.(d)**, **Table 5.2** is hereby amended so that it now reads in its entirety as follows:

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts *Per Frontage*
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

W. Section 5. Development Standards, paragraph **A.4.** is hereby amended so that it now reads in its entirety as follows:

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

Off-street loading *docks* 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.

X. Section 5. Development Standards, paragraph **B.1.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Perimeter Masking

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

a. A liner building; or

b. One of the following types of screens:

1. 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
2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

Y. Section 5. Development Standards, paragraph **B.2.(c)** is hereby added so that it now reads in its entirety as follows:

(c) Rooftop Equipment

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

Z. Section 5. Development Standards, paragraph **C.2.(a)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) Fences shall be made of wood picket, wood slat, *or* wood lattice, *or a wrought iron style made of* iron, steel, or aluminum.

AA. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended so that it now reads in its entirety as follows:

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. *See also Figure 5.1: Sign Standard Illustration.*

BB. Section 5. Development Standards, paragraph **D.5.**, **Table 5.4** is hereby amended so that it now reads in its entirety as follows:

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 *building*	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))	*SD-WH, Municipal, and Open: 8 square feet* 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 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
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

CC. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended with the addition of the graphic of ***Figure 5.1: Sign Standard Illustration*** so that it now reads in its entirety as follows:

Figure 5.1: Sign Standard Illustration



DD. **Section 6. Frontage Standards**, paragraph **B.3.** is hereby amended so that it now reads in its entirety as follows:

3. If buildings have multiple frontage*s* or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

EE. **Section 6. Frontage Standards**, paragraph **B.**, **Table 6.2** is hereby amended so that it now reads in its entirety as follows:

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	●	●	●		●	●	●
● = Permitted							

FF. **Section 6. Frontage Standards**, paragraph **E.2.(c)**, **Table 6.5** is hereby amended so that it now reads in its entirety as follows:

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, *except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively*
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	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

GG. **Section 6. Frontage Standards**, paragraph **E.2.(d)**, **Table 6.6** is hereby amended so that it now reads in its entirety as follows:

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 *(primary entry only)*	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

HH. **Section 6. Frontage Standards**, paragraph **E.2.(e)**, **Table 6.7** is hereby amended so that it now reads in its entirety as follows:

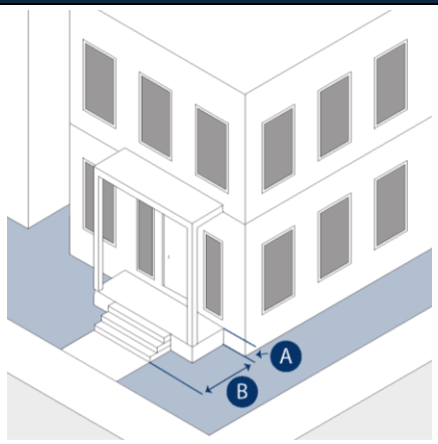
Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts	
Standard	**Value**
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised 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 *(primary entry only)*	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*

II. **Section 6. Frontage Standards**, paragraph **E.2.(f)**, **Table 6.8** is hereby amended so that it now reads in its entirety as follows:

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 *(primary entry only)*	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

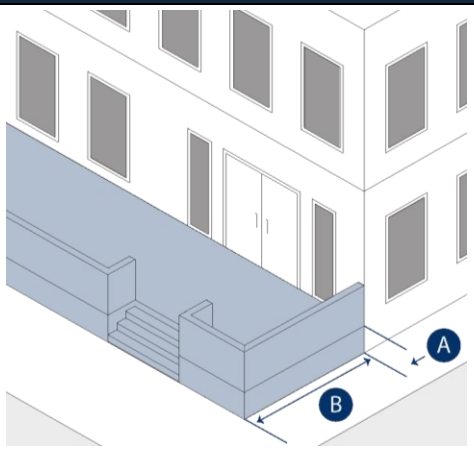
JJ. Section 6. Frontage Standards, paragraph **F.2.**, **Table 6.9** is hereby amended so that it now reads in its entirety as follows:

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 *and Walls*									
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				●	●			●	*Fences: wood* picket, wood slat, wood lattice, *or wrought iron style made of iron*, steel *or aluminum*. *Walls:* brick, stone *or* stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	*One per frontage, max width 5 ft*
						●	●		*Unlimited number and width*
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

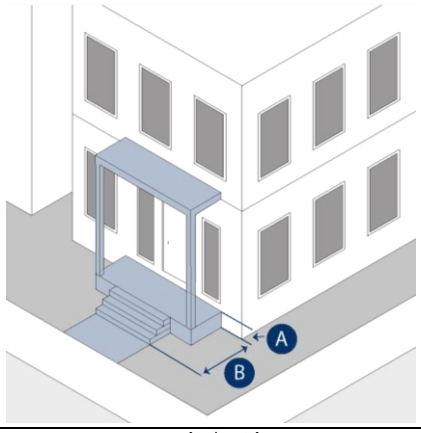
KK. Section 6. Frontage Standards, paragraph **G.2.**, **Table 6.10** is hereby amended so that it now reads in its entirety as follows:

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: *Wrought iron style made of iron*, steel or aluminum. Walls: *b*rick, stone or stucco *over masonry*
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

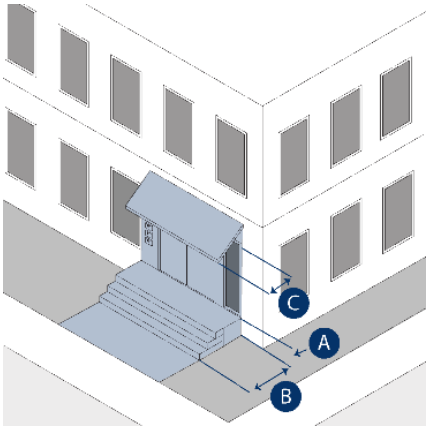
LL. Section 6. Frontage Standards, paragraph **H.2.**, **Table 6.11** is hereby amended so that it now reads in its entirety as follows:

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 *at the primary entrance. Stoops at secondary entrances may 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

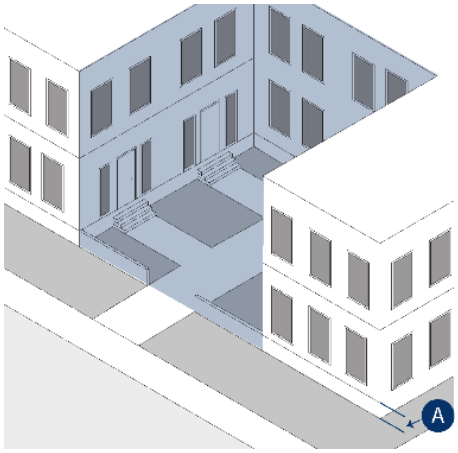
MM. Section 6. Frontage Standards, paragraph **I.2.**, **Table 6.12** is hereby amended so that it now reads in its entirety as follows:

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 | *30* 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
	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

NN. **Section 6. Frontage Standards**, paragraph **J.2.**, **Table 6.13** is hereby amended so that it now reads in its entirety as follows:

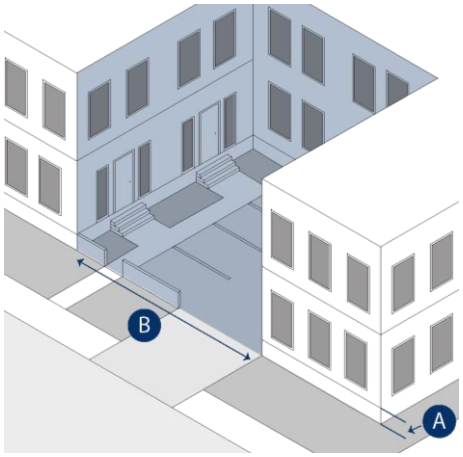
Table 6.13: Pedestrian Forecourt Frontage Type Standards



Site features			Sub-districts T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

OO. Section 6. Frontage Standards, paragraph **K.2.**, **Table 6.14** is hereby amended so that it now reads in its entirety as follows:

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)		Ⓐ	●						●	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		Ⓑ	●				●	●	●	50% of width of facade
Design			●				●	●	●	Bound by building facades on at least two sides
Surfacing			●				●	●	●	Paved or unpaved, with unit masonry or concrete
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.*
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

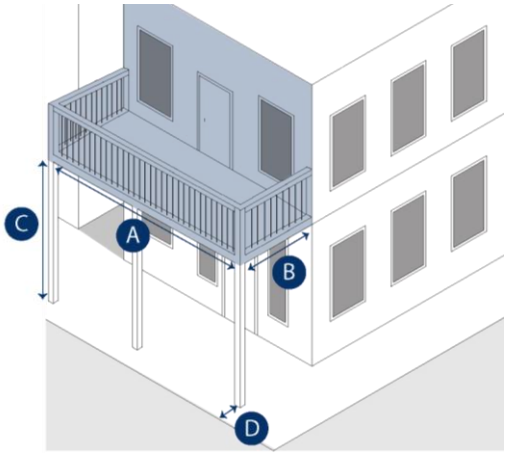
PP. **Section 6. Frontage Standards**, paragraph **L.2.** is hereby amended so that it now reads in its entirety as follows:

2. Standards

   Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. *A gallery frontage may include all elements of a shopfront frontage.*

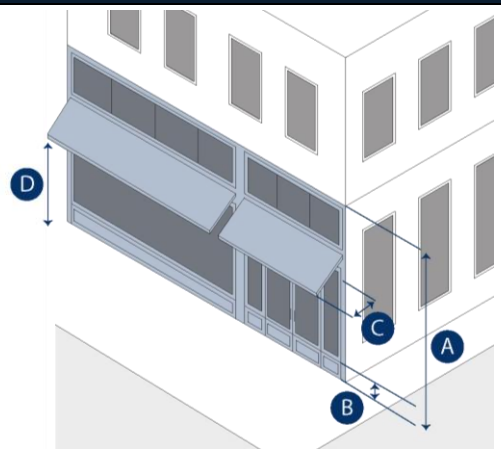
QQ. Section 6. Frontage Standards, paragraph **L.2.**, **Table 6.15** is hereby amended so that it now reads in its entirety as follows:

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. *Upper story columns and railing posts shall align with columns below*
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
Frontage									
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
Surfacing		●	●			●	●		*Frontage may be paved up to 100 percent of area, using unit masonry or concrete*

RR. **Section 6. Frontage Standards**, paragraph **M.2.**, **Table 6.16** is hereby amended so that it now reads in its entirety as follows:

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 (see *Figure 6.1: Shopfront Design Illustration*)
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
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.

SS. **Section 6. Frontage Standards**, paragraph **M.2.** is hereby amended to add ***Figure 6.1: Shopfront Design Illustration*** so that it now reads in its entirety as follows:

Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

TT. **Section 7. Building Design and Material Standards**, paragraph **A.3.** is hereby amended so that it now reads in its entirety as follows:

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;
   (f) Stone; *or*
   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

UU. **Section 9. Definitions and Rules of Construction**, paragraph **A.2.** is hereby amended so that it now reads in its entirety as follows:

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, *except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the*

building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

VV. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Fence**" is hereby amended so that it now reads in its entirety as follows:

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." *A streetscreen is not considered to be a fence for purposes of the DDD.*

WW. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Streetscreen**" is hereby amended so that it now reads in its entirety as follows:

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. *A streetscreen is not considered a fence for purposes of the DDD.*

SECTION TWO:

The amendment of Appendix A, the Downtown Development District regulations set forth in the Unified Development Code, Chapter 64, shall upon adoption and publication as required by law, be effective on **July 20, 2026**.

APPROVED:

_____

CITY CLERK

Attachment

A

Mobile Planning Commission Results Agenda
March 19, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

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

Staff: Peter Toler, Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Matt Anderson. Adopted.

Order of Hearing: Agenda items #1 - #7, Agenda item #9, Agenda item #8, Agenda items #10 - #11

HOLDOVERS

1. SUB-003605-2026

Location: 2237 & 2247 Bear Fork Road
Subdivision Name: Resubdivision of Ledian M. Williams Subdivision
Applicant / Agent: Derrick McMillian
Council District: District 1
Proposal: Subdivision of 2 lots, 4.56± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 60-foot-wide right-of-way along Bear Fork Road on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot front yard setback along Bear Fork Road on the Final Plat;

4. Removal of side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating no structures are permitted in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report; and
10. Full compliance with all other applicable codes and ordinances.

2. SUB-003594-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 6 lots, 0.57± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8.i of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to depict that a minimum of 30 feet exists between the subject site and the centerline of Old Shell Road;
2. Illustration of the 6-foot minimum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
3. Illustration of the 25-foot maximum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
4. Placement of a note on the Final Plat stating that parking is to be accessed by either secondary frontages or alleys wherever possible;
5. Placement of a note on the Final Plat stating that sidewalk and streetscape improvements are to be installed at the time of property development;
6. Retention of the lot size labels in both square feet and acres on the Final Plat, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
7. Placement of a note on the Final Plat stating that lots exceeding 4,000 square feet have a maximum of 70% site coverage, while lots less than 4,000 square feet do not have a maximum site coverage allowance;
8. Revision of the plat to remove setbacks from the “Site Data Table”;
9. Placement of a note stating that no structures exceeding three (3) stories tall may be constructed;
10. Placement of a note on the Final Plat stating that all new dwellings must be a minimum of sixty percent (60%) to one hundred percent (100%) of the lot frontage;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

NEW ITEMS

3. SUB-003629-2026

Location: 2449 & 2453 Eslava Creek Parkway
Subdivision Name: Sheet Metal Workers Local Union 441 JATC Subdivision
Applicant / Agent: Thomas E. Fisher, II
Council District: District 2
Proposal: Subdivision of 1 lot, 0.85± acres

Motion to approve by Nick Amberger. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
2. Dedication of the corner radius at the intersection of Eslava Creek Drive and Pinehill Drive in compliance with Section 6.C.6 of the Subdivision Regulations, as approved by the City Engineer and Traffic Engineer;
3. Revision of the plat to illustrate a 25-foot front yard setback along both street frontages.
4. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permission of the easement holder;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003632-2026

Location: 360 Palmetto Street
Subdivision Name: Holiday Inn Relo Tower Subdivision
Applicant / Agent: Shawn Blassingill, Municipal Communications, LLC (Patton Hahn or Mary Palmer, Baker Donelson Law Firm, Agent)
Council District: District 2
Proposal: Subdivision of 2 lots, 0.14± acres

Motion to approve by Harry Brislin. Second by Chad Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide street right-of-way labels along both streets on the Final Plat;
2. Retention of the lot numbers on the Final Plat;
3. Revision of the plat to illustrate a 25-foot minimum front yard setback line along both street frontages on the Final Plat;
4. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
5. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003642-2026

Location: 5536 Sermon Road West, and 5660 & 5680 Sermon Road North
Subdivision Name: Willis-Sermon Connector Subdivision
Applicant / Agent: Ramshead, LLC
Council District: District 4
Proposal: Subdivision of 2 lots, 1.04± acres

Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request until the May 21st meeting, with all required revisions and fees submitted by May 3rd, to allow the applicant time to address the following:

1. Revise the application to reflect a three (3)-lot subdivision, including the area of Collins Property Subdivision as the third lot;
2. Revise the plat to include the Common Area of Collins Subdivision, First Addition, within the boundaries of the proposed subdivision;
3. Obtain written consent from all property owners within Collins Subdivision, First Addition, for submission of the application, as the Common Area must be included; and
4. Re-advertise the subdivision request as a three (3)-lot subdivision, including notifying property owners adjacent to and across public streets from the Collins Property Subdivision area, as well as all property owners within Collins Subdivision, First Addition.

6. SUB-003647-2026

Location: 720 Museum Drive
Subdivision Name: Armory Subdivision
Applicant / Agent: Phillip Burton or Kathy Sherman, Museum Partners, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 4.56± acres

Kenny Nichols recused.

Motion to approve by Harry Brislin. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8. of the Subdivision Regulations (for turning lanes on Museum Drive and North McGregor Avenue, planting strips, tree counts and spacing) and Tentatively Approved the request, subject to the following conditions:

1. Submittal of the required copies of the recorded Fort Hardman Subdivision, Resubdivision of Lots 1 & 2 to staff prior to the signing of the new plat;
2. Retention of the existing right-of-way widths on the Final Plat, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
4. Retention of the principal building façade build-to zone between six-feet (6') and eighteen-feet (18') from the front property line along both street frontages;
5. Provision of a right turn lane, as recommended by the Traffic Impact Study, and as by the applicant;
6. Provision of a streetscape consistent with other developments in the Village of Spring Hill, as proposed by the applicant;
7. Provision of six (6) frontage trees along North McGregor Avenue, as proposed by the applicant;
8. Compliance with all Engineering comments noted in the staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
10. Compliance with all Urban Forestry comments noted in the staff report; and,
11. Compliance with all Fire Department comments noted in the staff report.

7. SUB-003650-2026

Location: 2200 Green Street
Subdivision Name: Resubdivision of Lots 4, 5, 6, 7 and 8, Block D, Division 7, Owens, Sims, Griffin, & Earle Subdivision of the St Louis Tract Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 3 lots, 0.54± acres

Kirk Mattei recused.

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 25-foot corner radius on Lot 1 where Green Street and Susie Ansley Street intersect;
2. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
3. Retention of at least a 5-foot front yard setback along each street frontage, adjusted for any required dedication;
4. Removal of the side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating development of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003627-2026

Location: 1805 Larkwood Drive
Subdivision Name: Larkwood Miller Lane Subdivision
Applicant / Agent: Chance A. Lane
Council District: District 1
Proposal: Subdivision of 4 lots, 0.74± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along Larkwood Drive, as depicted on the preliminary plat;
2. Revision of the plat to illustrate dedication sufficient to provide 25 feet from the centerline of Harris Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the required 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-10.E. of the UDC and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003648-2026

Location: 1105, 1107, 1109, 1111, 1113, & 1115 Edwards Street
Subdivision Name: Resubdivision of the Plat of Henry Cisco Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 4 lots, 0.47± acres

Kirk Mattei recused.

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Sections 6.B.9. (for right-of-way dedication), 6.C.2.(a)(1) (for substandard lot area) and 6.C.2.(b)(3) (for substandard lot width) of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
2. Revision of the plat to illustrate at least a 5-foot front yard setback along Edwards Street, adjusted for any required dedication;
3. Placement of a note on the Final Plat stating development or redevelopment of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and
7. Compliance with all Fire Department comments noted in the staff report.

10. SUB-SW-003649-2026

Location: 3180 Dauphin Street
Applicant / Agent: Brew Horizons, LLC
Council District: District 1
Proposal: Request to waive the construction of a sidewalk along Dauphin Street.

Motion to approve by Jay Stubbs. Second by Nick Amberger. Approved.

After discussion the Planning Commission approved the Sidewalk Waiver request.

11. MOD-003646-2026

Location: 1879 Conception Street Road
Applicant / Agent: MAWSS (McCrory & Williams, Inc., Agent)
Council District: District 2
Proposal: Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

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, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;

- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final 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,
7. Full compliance with all municipal codes and ordinances.

OTHER BUSINESS

Call for Public Hearing on April 16, 2026, to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Review of Minutes from the following Planning Commission meetings:

- April 17, 2025

- May 15, 2025
- June 12, 2025
- July 17, 2025
- August 21, 2025

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Election of Officers

Kirk Mattei made a motion to nominate **Jay Stubbs, Jr., as Chairman** of the Planning Commission. The motion was seconded by Nick Amberger. Jay Stubbs then made a motion to nominate **Kirk Mattei as Vice Chairman** and **Jennifer Denson as Secretary** of the Planning Commission.

With no additional nominations or opposition for the offices of Chairman, Vice Chairman, or Secretary, the slate of nominees was elected by acclamation by the members present.

Attachment

B

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of STEVEN EDWIN WHITEHURST
Case No. 2025-2335
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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 iwill be barred.
LEAH ANN WHITEHURST as Administratrix of the estate of STEVEN EDWIN WHITEHURST, deceased
Attorney of Record:
RICHARD E. SHIELDS, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Case No. 2025-2265
Take notice that Letters Testamentary have been granted to the below named party on the 19th day of November, 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.
CARNEL CLEVELAND as Executor under the last will and testament of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Attorney of Record:
Samuel R. Perloff, Esq.
7121 Kenny Lundy Rd
Theodore, AL 36582
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Case No. 2025-2368
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 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.
ROBIN P HAYES as Executrix under the last will and testament of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Attorney of Record:
JAMES MICHAEL NEWTON, ESQ.
605 BEL AIR BLVD, SUITE 22
MOBILE, AL 36606
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased
Case No. 2025-1522
Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 7th day of January, 2026 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 Administrator CTA under the last will and testament of JAMES ORAL WIGGINS, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
P. O. BOX 11
MOBILE, AL 36601
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANTHONY CARL SMITH
Case No. 2025-0289
Take notice that Successor Letters of Administration have been granted to the below named party on the 20th day of November, 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 Successor Administrator of the estate of ANTHONY CARL SMITH, Deceased
Attorney of Record:
ANTHONY HOFFMAN, ESQ.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LAVERNE ARTHUR
Case No. 2025-2482
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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.
SANDRA JOHNSON as Administratrix of the estate of LAVERNE ARTHUR, deceased
Attorney of Record:
PATRICIA ELIZABETH HAMMAN, Esq.,
WILLIAM C. POOLE, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOHN S. FOSTER, Deceased
Case No. 2025-2325
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 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.
TRAVIS POWELL as Executor under the last will and testament of JOHN S. FOSTER, Deceased
Attorney of Record:
Jonathan B. Mabire, Esq.
2053 Dauphin Street
Mobile, AL 36606
Call News March 11, 18, 25, 2026

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of VELMA BEATRICE ETHERIDGE
Case No. 2025-2446
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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.
ULESS GRANT ETHERIDGE as Administrator of the estate of VELMA BEATRICE ETHERIDGE, deceased
Attorney of Record
WESLEY H. BLACKSHER, Esq.
Call News March 11, 18, 25, 2026

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2025-0073-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANDREW APPOLIS ANTONE, Deceased
On to-wit the 4th day of May, 2026 at 11:00 AM 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 JUDINA BRINKLEY ANTONE. 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:
RICHARD E. MATHER
1008 DAUPHIN ST.
MOBILE, AL 36604
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
CASE NO. 2026-0373
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Notice of the filing of Petition for Summary Distribution in the estate of Milton Aloysius Andry, Deceased.
Notice is hereby given that a Petition for Summary Distribution has been filed by Steve Andry on March 2, 2026, and that 30 days after the notice of publication hereof and pursuant to law the Court shall be requested to enter an order directing summary distribution of the estate of said decedent.
C. Mark Erwin, Judge of Probate
Attorney:
Thomas R. Boller, Esq.
150 Government Street, Suite 1001
Mobile, AL 36602
Call News March 25, 2026

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2023-1496-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAWAN LEE MCGEE-DALLAS, Deceased
On to-wit the 11th day of May, 2026 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 PERSONAL REPRESENTATIVE as filed by JET 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:
JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 19, 2026
Case No. 2025-0005-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPH PRITCHETT, Deceased
On to-wit the 27th day of April, 2026 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 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 March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 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 SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 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 MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 16, 2026
Case No. 2022-1745-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ESTHER MENA ROBINSON, Deceased
On to-wit the 11th day of May, 2026 at 11:00 AM 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 flied by CORNELL MCNEIL SR. 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: LUE E SULLIVAN SR
555 A IROQUOIS STREET
CHICKASAW, AL 36611
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2020-1094-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ALINE JENKINS HOWARD, Deceased
On to-wit the 13th day of April, 2026 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 for Final Settlement as filed by PATRICK C. PACKER. NOTICE is hereby given to all parties in interest, specifically MARILYN WILLIAMS, NANCY ROBINSON, 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:
ARTHUR SHORES LEE
413 16TH STREET NORTH
BIRMINGHAM, AL 35203
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1412
In Re: Logan Eales, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Brian Eales and Daphne Cooley 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:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1413
In Re: Kyler Johnson, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Mark Johnson and Daphne Cooley 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:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 20, 2026
Case No. 2023-0912-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of KIMBERLY DEAN MORRISON, Deceased
On to-wit the 6th day of April, 2026 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 ROBERT MORRISON JR. NOTICE is hereby given to all parties in interest, specifically ROBYN LORRAINE MORRISON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
DOUGLAS R. MARTIN
PO BOX 132
CODEN, AL 36523
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 6, 2026
Case No. 2026-0210
In Re: Gary M. Ethridge, Alleged Incapacitated Adult
On to-wit, the 6th day of April, 20261 at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 161 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian and Appointment of Conservator filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Amber Broome and Tamara Burke 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 Name and Address:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Mobile, Alabama 36602
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 27, 2026
Case No. 2021-1024-9
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of PHYLLIS SCOTT, Deceased
On to-wit the 20th day of April, 2026 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 March 18, 25 and April 1, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2026-0096
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CONNIE E. TURPIN, Deceased
On to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION TO PROBATE WILL, PETITION FOR LETTERS OF ADMINISTRATION ON WILL ANNEXED, MOTION TO DISQUALIFY ONE OF TWO SUCCESSOR CO-EXECUTRIXES AND MOTION TO APPOINT COUNTY GENERAL ADMINISTRATOR as filed by MEREDITH LANE TURPIN. NOTICE is hereby given to all parties in interest, specifically AARON RICHARD ELY IV, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 11, 18, 25, 2026



COMPLETION NOTICE

LEGAL NOTICE
Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for 2025-3005-02, 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.
Call News March 11, 18, 25 and April 1, 2026

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 S. C. Stagner Contracting, Inc., has completed the contract for the City of Chickasaw - Brooks Park Improvement Project: Phase 2; Kimley-Horn Project No. 142754012. All persons having any claim for labor, material or otherwise in connection with this project should immediately contact the Utilities Board of the City of Chickasaw, 224 N. Craft Highway Chickasaw, AL 36671.
Call News March 4, 11, 18, 25, 2026

ELECTION NOTICE

PUBLIC NOTICE OF ELECTION
PETITION FOR SERVICE CHARGE INCREASE SEVEN HILLS FIRE DISTRICT
In accordance with a petition heretofore filed with the Probate Court, an election will be held on Tuesday, March 31, 2026, on a Petition for Increase of Service Charge filed by the Board of Trustees of the Seven Hills Fire District. A copy of said petition, map and a legal description of the proposed fire district area are available for public inspection during regular business hours at the Probate Court's Election Center.
The election will be held between the hours of 7:00 a.m. and 7:00 p.m. at the Seven Hills Fire Station, 3650 Newman Road, Mobile, Alabama on Tuesday, March 31, 2026.
Qualified electors residing within the boundaries of the proposed fire district will be allowed to cast their vote for rejection or approval of an increase in service charge.
Currently, a service charge is assessed to the property owners of the Seven Hills Fire District as follows:
· $70.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
Shall there be an increase in the service charge assessed to the property owners of the Seven Hills Fire District to the following amounts:
· $150.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
This notice is given pursuant to Act No. 90-697 and Act No. 2009-358.
C. MARK ERWIN
Judge of Probate
Call News March 11, 18, 25, 2026

STORAGE SALE

The Following Tenant's Personal property (general household goods) will be disposed or sold to satisfy landlord's lien April 8, 2026 at Noon.
Community Storage 3958 Snow Rd N Semmes, AL 36575
UNIT A35 RIGGINS DOVER ST SEMMES 36575
UNIT C28 RIGDON PANHANDLE CT SEMMES 36575
UNIT A39 EASTERLING LOTT RD WILMER 36587
Call News March 25 and April 1, 2026

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: 4/03/2026 at 1:15 PM
Units: 1122, 1173
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

OTHER PUBLIC NOTICES

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: 4/03/2026 at 12:30 PM
Units: 2022, 3284
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

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: 4/03/26 at 12:00 PM
Units: 1014, 1070, 1279, 206, 300, 6
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

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: 4/03/2026 at 11:00 AM
Units: A57, K687, K825
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

BILL

A BILL
TO BE ENTITLED
AN ACT
Relating to Mobile County; to alter, rearrange, and extend the boundary lines and corporate limits of the City of Semmes in Mobile County.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA: Section 1. The boundary lines and corporate limits of the City of Semmes in Mobile County are altered and rearranged to include within the corporate limits of the municipality, in addition to the lands now included, all of the following territory:
Parcel 1
BEG AT NE COR OF SE 1/4 OF SEC 21 T3S R3W RUN S 500 FT TO A PT TH W 261.0 FT T PT N 500 FT TO A PT ON N LINE OF SE QTR OF SEC 21 TH RUN E 261.0 FT TO POB LESS TH PT INTO R/W Parcel Number: 2405210001027.000 Key Number: 362878
Parcel 2
COMG AT PT ON N/L OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W WHICH IS 261 FT W OF NE COR OF SE 1/4 OF SEC 21 & RUN THEN W 399 FT M/L TO NW COR OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 & RUN THEN S 1285 FT(S) TH E 660 FT TO PT ON E/L SD SEC 21 & RUN THEN N ALG E/L SEC 21 820 FT TO PT RUN THEN W 261 FT TO PT THEN RUN N 500 FT POB LESS PT TO R/W OF SNOW RD & BROUGHTON RD & ALSO SW 1/4 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001028.000 Key Number: 362887
Parcel 3
COM AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W TH RUN S 89 DEG 41 MIN 00 SEC E ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO POB OF PPTY HEREIN DESC TH CONT N 00 DEG 01 MIN 45 SEC E 322 FT TO A PT TH RUN S 89 DEG 41 MIN 00 SEC E 450 FT TO A PT TH RUN S 00 DEG 01 MIN 45 SEC W 532 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF SD SUB 240 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W 210 FT TO POB Parcel Number: 2405210001032.02 Key Number: 362958
Parcel 4
BEG AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W RUN N 00 DEG 01 MIN 45 SEC E 532.0 FT TO PT TH RUN S 89 DEG 41 MIN 00 SEC E 210. 0 FT TO PT TH RUN S 00 DEG 01 MIN 45 SEC W 532.0 FT TO PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO PT OF BEG CONTG 2.56 ACS #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001032.001 Key Number: 1891643
Parcel 5
FROM NW COR OF SE 1/4 OF SEC 21 T3S R3W THEN RUN S 00 DEG 21 MIN 03 SEC E 25.88 FT TO PT ON S/L OF BROUGHTON RD THEN S 88 DEG 38 MIN 09 SEC E ALNG SAID S/L 125.05 FT TO POB OF PPTY DESC HEREIN THEN S 88 DEG 38 MIN 09 SEC E 20 FT TO PT THEN S 00 DEG 00 MIN 53 SEC W 470.88 FT TO PT THEN E 521.38 FT TO PT THEN S 00 DEG 17 MIN 39 SEC E 295.36 FT TO PT THEN N 89 DEG 58 MIN 06 SEC W 662.96 FT TO PT THEN N 00 DEG 21 MIN 03 SEC W & ALNG W/L OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W 295 FT TO PT THEN E 121.8 Parcel Number: 2405210001033.000 Key Number: 362967
Parcel 6
FROM THE NW COR OF THE NW 1/4 OF THE SE 1/4 OF SEC 21 T3S R3W RUN S 26 FT TO A PT ON THE S ROW LINE OF BROUGHTON RD FOR THE POB TH N 88 DEG 38 MIN 09 SEC W ALG THE S ROW LINE OF BROUGHTON RD 157.46 FT THE S 00 DEG 21 MIN 03 SEC E 397.75 FT TH E 154.98 FT TH N 394 FT TO THE POB #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001037.001 Key Number: 2035014 Section 2. In accordance with Section 11-42-6 of the Code of Alabama 1975, a map showing the proposed territory to be altered, rearranged, and extended from the City of Semmes is on file and open to public inspection in the Office of the Judge of Probate in Mobile County, Alabama.
Section 3. This act shall become effective on October 1, 2026.
Call News March 4, 11, 18, 25, 2026

OTHER PUBLIC NOTICES

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT
Call News on March 25, 2026, and April 1, 2026

NEED TO PUBLISH A LEGAL NOTICE SEND TO
legals@thecallnews.com
DEADLINE 5 P.M. MONDAY FOR WEDNESDAY'S PUBLICATION

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE TO INTERESTED PROPERTY OWNERS
CITRONELLE PLANNING COMMISSION
REZONING HEARING

The Citronelle Planning Commission has scheduled a public hearing for discussion of re-zoning property located in the Lonnie Walker Road area. Proposed re-zoning requested is to change to Residential (R-I) classification from the current Industrial Manufacturing (IM) classification. The hearing will be held on Tuesday, April 21, 2026, in the Citronelle Municipal Complex Auditorium starting at 5:30 p.m. All interested persons for or against will be given an opportunity to express their opinions.

Call News April 1, 2026

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.

Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.

All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.

Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15 2026

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **231 South McGregor Avenue**, for a **Setback Variance to allow an eight-foot (8') tall masonry wall within the front 25-foot setback in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires structures taller than three-feet (3') to be located outside of the 25-foot front yard setback in an R-1, Single-Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **4411 Government Boulevard**, for a **Residential Buffer Variance to allow no residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District; the Unified Development Code (UDC) requires a compliant residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **1255 Dauphin Street**, for a **Setback Variance to allow a reduced front setback in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires a 25-foot front setback in an R-1, Single-Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **7290 Howells Ferry Road**, for a **Use Variance to allow the construction of a pole barn/shop without a primary dwelling in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires a primary dwelling prior to the allowance of accessory structures in an R-1, Single Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

REVISED PUBLIC NOTICE
MOBILE COUNTY HOUSING AUTHORITY
PUBLIC HEARING

This notice revises the public notices published on February 4, 2026, and February 11, 2026.

The purpose of this public hearing is to obtain input from residents and the public regarding the 2026 Annual Plan and 2026 Capital Fund Program, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) in accordance with 24 CFR Part 903. The public hearing will also address revisions to the 2024 and 2025 Capital Fund Programs.

The public hearing will be held on Monday, April 6, 2026, at 5:00p.m. at the Mobile County Housing Authority office located at 16545 U.S. Hwy 45, Citronelle, AL 36522.

All residents and members of the public are encouraged to attend. Copies of the 2026 Annual Plan and 2026 Capital Fund Program, as well as the revised 2024 and 2025 Capital Fund Programs, will be available for public review from 9:00a.m. to 4:00p.m. at the address listed above during the 45-day public comment period. Written comments may also be submitted prior to the public hearing.

For further information, please contact Lori Nettles, Interim Executive Director, at (251) 866-9696, Extension 3.

Call News February 18, 25 and March 4, 11, 18, 25 and April 1, 2026

ADEM
Alabama Department of Environmental Management

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NOTICE OF PUBLIC HEARING
ALABAMA STATE IMPLEMENTATION PLAN
Public Notice – 350

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 10-year maintenance plan update for the Partial Pike County 2008 lead NAAQS maintenance area.

Pursuant to Section 175A(b) of the Clean air Act (CAA) requirements, the Alabama Department of Environmental Management (ADEM), has developed a proposed SIP revision for maintaining the national primary ambient air quality standard for 10 years after the expiration of the first 10-year maintenance plan for the 2008 lead NAAQS. Interested parties may request that a public hearing be held. If a hearing is held, it will be held on May 6, 2026, 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 May 1, 2026. If no hearing is to be held, a Notice of Cancellation of the hearing will be posted on May 4, 2026, 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 May 6, 2026.

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 April 1, 2026, 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 April 1, 2026



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

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

- **Section 1. General Provisions**
- **Section 2. Administrative Procedures**
- **Section 3. Zoning Sub-Districts**
- **Section 5. Development Standards**
- **Section 6. Frontage Standards**
- **Section 7. Building Design and Material Standards**
- **Section 9. Definitions and Rules of Construction**

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 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 SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH
STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 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 MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

ADOPTION

NOTICE OF ADOPTION HEARING
PROBATE COURT OF
MOBILE COUNTY
CASE NO. 2026-0311
To: unknown father of A.Z.M., a minor.
You are hereby notified that a petition for adoption of the above named minor child who was born to Taswaila Shantelle Franklin on the 4th day of April, 2019, has been filed in this Court. If you have any objection to this petition, you are required to state the same in writing and file it with the Clerk of the Court P.O. Box 7, Mobile, AL 36601 or Mobile County Government Center Annex, 151 Government St., Mobile, AL 36602, and the legal counsel of the petitioner(s) named below, as soon as possible, but no later than thirty (30) days from the last date this notice is published. If you do not file a response within the specified time, the Court will consider that you have impliedly consented to the petition and the relief requested therein, and the Court will proceed to consider the matter and may grant the relief requested.
Attorney for Petitioner(s):
Brenda J. Pierce
P.O. Box 1084
Mobile, Alabama 36633
Call News April 1, 8, 15, 22, 2026



COMPLETION NOTICE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that E. Cornell Malone Corporation Contractor, has completed the Contract for Renovation of Various County Buildings - Roof Replacement, Bid# WG24-24
Baldwin County Commission, 312 Courthouse Sq, Ste 12, Bay Minette, AL 36507, ECMC JN 24-1051 for the State of Alabama and the City of Mobile, Owner(s), 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 Baldwin County Maint. Supervisor, Derrick Crocker
E. Cornell Malone Corporation
185 Davis Johnson Dr., Ste A
Richland, MS 39218
Call News April 1, 8, 15, 22, 2026

LEGAL NOTICE

Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

ELECTION NOTICE

PUBLIC NOTICE:
Candidate Applications Accepted for the MOWA BAND OF THE CHOCTAW INDIAN COMMISSION OF MOBILE ALABAMA
Elections on May 16, 2026 Pursuant to Code of Alabama Section 45-49-30 et. Seq. (Act 79-343, p. 555, § 4.)
MOBILE COUNTY, Ala. – The Choctaw Nation of Indians announces upcoming vacancies on the Commission of the MOWA Band of the Choctaw Indian Commission of Mobile County, Alabama. This election is a unique political division exclusive to Mobile County,
Alabama.
Disclaimer: This is not the MOWA Choctaw nor the MOWA Band of Choctaw Indians of Southwest Alabama.
The position of the MOWA Band of the Choctaw Indian Commission of Mobile County commissioner is open to anyone who is an identifiable Choctaw and resides in the county of Mobile. Incumbents from the previous election may retain seat until such time as a successor is elected and sworn in. Pursuant to Ala. Code §45-49-30.03, as follows:
Composition.
(a) The commission shall be composed of seven members, five of whom shall be Choctaw Indians residing in Mobile County. The two additional members may or may not be Choctaw Indians but shall be residents of the county. All members of the commission shall be elected by the Choctaw Indians of Mobile County and shall serve four-year terms of office.
(b) All members of the commission shall hold their offices until their successors are nominated and qualified. Any vacancy occurring on the commission shall be filled with temporary appointment by the Mobile County Commission until the vacant seat on the commission is filled. The Mobile County Commission shall appoint a chair of the commission from among the members of the commission, subject to ratification by the full commission. The commission shall elect its own secretary.
(Act 79-343, p. 555, § 4.)
Identification as a Choctaw Indian is required in order to vote or register for candidacy in this election for places 1-5, while places 6 and 7 may be non-Choctaw Indians
MOWA Band of the Choctaw Indian Commission of Mobile County seats are available for 4 year terms are:
· Frazier Cemetery Rd to Citronelle, place 1 and place 2
· East Coy Smith Highway of Hopkins Road, Joan Harris Road, Byrd Pit Road and Charlie Cole Road, place 1 and place 2
· Calcedeaver and Coy Smith Highway West of Hopkins Rd to the Eastern side of Frazier Cemetery Road, place 5
· Mobile County, place 6 and place 7
Completed Candidate Qualification Forms must be filed in the Choctaw Nation of Indians Tribal Court Election Office by 5:00 PM CST April 29, 2026.
Voter Registration Deadline is April 29th 2026.
Voter Registration must be conducted in person at 18930 U.S. Highway 43, Mount Vernon, Alabama 36560.
If only one person submits an application, no election will be necessary and that person will be declared elected. If more than one person applies for a seat in one of the places, an election will be held on May 16, 2026 from 7:00 AM CST until 7:00 PM CST.
If necessary, a Runoff Election will be held on May 30, 2026 from 7:00 AM CST until 7:00 PM CST.
The election will be held at:
18930 U.S. Highway 43
Mount Vernon, Alabama 36560
TIME: 07:00 AM CST until 07:00 PM CST
DATE: May 16, 2026
No Mail-In Ballots Permitted. Must Vote In-Person.
For more information, call the Choctaw Nation of Indians Tribal Office at 1-877-424-6282
Choctaw Nation of Indians Tribal Court Election Office, Post Office Box 334, Mount Vernon, Alabama 36560.
For more information email PM@choctaw-nationofindians.com
If only one person fully qualifies for any position listed above, no election will be held and that person will be declared elected.
Pursuant to Ala. Code §17-9-3, candidates must file a Statement of Economic Interest not more than five (5) days following the submission of his or her qualifying papers.
For questions concerning the required Statement of Economic Interest filing, please contact the Alabama Ethics Commission at 334-242-2997.
Nothing in this Public Notice may take from a Choctaw Treaty, nor terminate or abrogate any Choctaw Treaty Provision or take from or diminish the laws, customs, and usages of the Choctaw.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15, 2026

PUBLIC NOTICE

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: 4/17/26 at 12:00 PM
Units: 1129, 1304, 260
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

The Towers, LLC, is proposing to construct a 310-foot overall height self-supporting lattice telecommunications structure located off Wilmer Georgetown Road, Wilmer, Mobile County, Alabama (30° 51' 24.5" N, 88° 19' 29.8" W). The proposed tower is anticipated to utilize FAA Style E (medium intensity, dual red/white strobes) lighting.
The Towers. LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 108 during normal business hours. Comments must be received within 30 days of the date of this notice.
Any interested party may request further environmental review of the proposed action under the FCC's National Environmental Policy Act rules, 47 CFR §1.1307, by notifying the FCC of the specific reasons that the action may have a significant impact on the quality of the human environment. This request must only raise environmental concerns and can be filed online using the FCC pleadings system at https://wireless2.fcc.gov/UlsEntry/pleadings/pleadingsType.jsp or mailed to FCC Requests for Environmental Review, Attn: Ramon Williams, 45 L Street, Washington, DC 20554 within 30 days of the date of the National Notice as referenced within the Antenna Structure Registration (ASR) application. Mailed pleadings must include a request to waive the electronic filing requirement along with an explanation of why an electronic filing cannot be made. Refer to File No. A1377811 when submitting the request and to view the specific information about the proposed action. 26-000737 MMT
Call News April 8, 2026

The Choctaw Nation of Indians, Inc. has been recognized as a 2025 HIRE Vets Medallion Award recipient, a designation published in the Federal Register on March 10, 2026, and recognized under the HIRE Vets Act of 2017. This official publication in the Federal Register (91 FR 11564) provides formal, legal notice of the award, which can be used to establish federal recognition and support jurisdictional filings. For the full public notice text and citation, visit Federal Register
The Choctaw Nation of Indians is a Native American Indian Tribe identified by the Department of Interior on July 27, 2021 and whose membership is ancient and ancestral to the Calcedeaver Choctaw (Cajan/Cajun) Community whose location is approximately one mile below the confluence of the Tombigbee and Alabama River on the West Bank of the Mobile River about 6 miles West of the same river.
The Choctaw Nation of Indians' membership descends from a number of identifiable Choctaw ancestors who appear on the Choctaw Treaties, Rolls, and other Federal or State Archives relevant to the Choctaw Tribe or else have otherwise been identified as Indians.
Nothing in this Public Notice can take from A Choctaw Treaty or else the laws, customs, or usages as defined by the Tribe.
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-Choctaw (1-877-424-6282)
Call News April 1, 8, 15, 2026

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: 4/17/2026 at 1:15 PM
Units: 1155
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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: 4/17/2026 at 12:30 PM
Units: 2125, 3045, 3156, 3180
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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: 4/17/2026 at 11:00 AM
Units: G398
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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
251.216.2977
Unit 3062 Nakeisha Cloy 4002 Meadowood Curve, Mobile, AL 36609
Unit 3290 India Phillips 833 S University Blvd, Mobile, AL 36609
Unit 3013 Carla Taylor 3170 O'neal Ct, Mobile, AL 36695
Unit 2023 Cecil Barnette 204 45th Street, Gulfport, MS 39507
Unit 3336 Barbara Sayles 954 W Tanglewood Dr, Mobile, AL 36606
Unit 2127 Tiffany White 516 Springhill plaza crt, Mobile, AL 36606
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.storagetreasure.com, which will end Friday April 24th, 2026 @ 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 April 8, 2026

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 #8071
5951 Grelot Rd
Mobile, AL 36609
251-706-7202
Unit 1085 Roderick Smith Jr. 3390 Shenandoah Tr, Semmes, AL 36575
Unit 1100 Sarah Huett 4950 Government Blvd Apt 104, Mobile, AL 36693
Unit 1276 Tiffany Owens 1500 Hillcrest Rd Apt 221, Mobile, AL 36695
Unit 2087 Faye Pugh Holcombe 6050 Grelot Rd, Mobile, AL 36609
Unit 2132 James Robinson 6700 Wall St 16E, Mobile, AL 36695
Unit 2134 Anita T Norswearthy 4308 Nadzab Ct, Mobile, AL 36609
Unit 2168 Sharon Cortez 112 South University Apt 2210, Mobile, AL 36608
Unit 2172 Carl Turner Jr. 1601 Knollwood Dr Apt 82, Mobile, AL 36609
Unit 2191 Jalexia Reese 1675 Knollwood Dr, Mobile, AL 36609
Unit 2265 Terrence Pressley 1545 Leroy Stevens Rd, Mobile, AL 36695
Unit 3169 Christen Morris 118 Highwoods Blvd, Madison, MS 39110
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.storagetreasure.com, which will end Friday April 24, 2026 @ 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 April 8, 2026

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 #8072
99 Schillinger Rd S
Mobile, AL 36608
251-706-7301
Unit 3043 April Janik 120 Annadale St, Dauphin Island AL 36528
Unit 3045 Jerrika Grissom 905 Parkmont Circle W, Mobile AL 36708
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.storagetreasure.com, which will end Friday, April 24, 2026 @ 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 April 8, 2026

Notice of Self Storage Sale
Please take notice Storage Sense - Saraland located at 700 Industrial Pkwy, Saraland, AL, 36571 intends to hold a public sale to the highest bidder of the property stored by tenants for default on their Storage Contracts. The sale will occur as an online auction via www.storageauctions.com on 4/15/2026 at 11:00AM. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
Call News April 8, 2026

OTHER LEGALS

VALUATION NOTICE
That the assessed valuations of all property listed for taxation have been fixed, as provided by law, and that such assessed valuations are in the office of the Mobile County Revenue Commissioner and are open for public inspection, and also available online at www.mobilecopropertytax.com.
Protests should be hand delivered or mailed to the Board of Equalization located at 3925 Michael Boulevard, Suite H Mobile, AL 36609. The Board of Equalization will consider such protests as may be filed by any taxpayer, as provided by law, and that any taxpayer who is not satisfied with the valuation of his property, as fixed and entered on the return lists, may file objections in writing to such assessed valuations with said Board within thirty (30) days of the date of the Real Property valuation notice and the taxpayer shall set out in such objections filed with the description of each item of property the key number, parcel number, and phone number along with his reason for making objections to the assessed valuation as placed thereon.
Last day to protest is May 19, 2026.
Kim Hastie, Secretary
Board of Equalization
Call News April 8, 15, 2026

SHERIFF'S SALE

SHERIFF'S SALE
CASE NO. CV 2023 900402
STATE OF ALABAMA
COUNTY OF MOBILE
BRITTANY WINTERS, ET AL
VS
JB ACCOUNTING SERVICES, LLC, ET AL
Under and by virtue of a Writ of Fieri Facias issued out of the CIRCUIT CIVIL Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on May 4, 2026 at the hour of 12:30 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of JB ACCOUNTING, LLC, ET AL, in and to the following described REAL property, to-wit:
FROM THE SOUTHWEST CORNER OF DAVIS AVENUE AND GASTON STREET RUN SOUTHWARDLY ALONG THE WEST LINE OF GASTON STREET 248.33 FEET FOR THE POINT OF BEGINNING; THENCE DEFLECTING 93 DEGREES 47 MINUTES TO THE RIGHT RUNWESTWARDLY 177.5 FEET TO A FENCE, THENCE DEFLECTING 94 DEGREES 27 MINUTES TO THE LEFT RUN EASTWARDLY 50 FEET; THENCE DEFLECTING 84 DEGREES TO THE RIGHT RUN SOUTHWARDLY 13.9 FEET; THENCE DEFLECTING 89 DEGREES 52 MINUTES TO THE WEST LINE OF GASTON STREET; THENCE NORTHWARDLY ALONG SAID WEST LINE 24 FEET TO THE POINT OF BEGINNING.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE RESET
CASE NO. RV 2026 027519
STATE OF ALABAMA
COUNTY OF MONTGOMERY
ALABAMA DEPT OF REVENUE
VS
CRAIG BYRD aka MICHAEL CRAIG BYRD
Under and by virtue of a Writ of Fieri Facias issued out of the ALABAMA DEPT OF REVENUE Court of Montgomery County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on MAY 04, 2026 at the hour of 12:00 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of CRAIG BYRD aka MICHAEL CRAIG BYRD, in and to the following described REAL property, to-wit:
LOT 9 FIRST ADDN TO WILMER GEORGETOWN ACRES MBK 86/59 #SEC 17 T2S R3W #MP17 04 17 0 000. Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE
CASE NO. SM 2023 905942
STATE OF ALABAMA
COUNTY OF MOBILE
LENDMARK FINANCIAL SERVICES, LLC
VS
MARY LOZANO
Under and by virtue of a Writ of Fieri Facias issued out of the SMALL CLAIMS Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on APRIL 27, 2026 at the hour of 12:00 pm, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA., all the right, title and interest of MARY LOZANO, in and to the following described REAL property, to-wit:
LOT 20, MALIBAR HEIGHTS SUBDIVISION, FIFTH UNIT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 12, PAGE 40, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF THE PROBATE COURT, MOBILE COUNTY, ALABAMA.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF, MOBILE COUNTY
Call News April 1, 8, 15, 2026

PUBLIC HEARING

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.
Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.
All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15 2026

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

CALL NEWS
DON'T MISS AN ISSUE!
SUBSCRIBING IS EASY.
SET UP YOUR SUBSCRIPTION OVER THE PHONE
251.866.5998

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134499
Invoice Date: 4/1/2026
Due Date: 4/11/26

Total Balance Due by 4/11/2026

$267.75

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
04/01/26	CN	Sale	82381	PO: NOTICE OF HEARING Legal Display: 3x10.5"	$267.75			$267.75

Total Charges	$267.75
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$267.75

Please make check payable to Call News
Thank you for supporting your hometown newspaper!

Please return this portion with your payment.

Invoice

Invoice Date: 4/1/2026
Invoice # 134499
Account # 5365

Amount Enclosed _____

Remit Payment to:
Call News
7870 State Street
Citronelle, AL 36522

NOTICE OF HEARING
Total Balance Due by 4/11/2026 **$267.75**

Call News

7870 State Street • Citronelle, AL 36522
Phone: 251-866-5998 • Fax: 251-866-5981
TO VIEW LEGALS ONLINE visit www.alabamapublicnotices.com

AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Legal Display

The Newspaper published the attached legal notice in the issues of
4/1/2026

The sum charged for these publications was $267.75 per week for 1.00 consecutive weeks, a total cost of $267.75.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

_____ (Publisher)

Sworn to and subscribed before me on this 1st day of April, 2026.

Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82381
EMAIL PAPER COPY

RHONDA GRAY
NOTARY
PUBLIC
Expires:
February 10, 2027
ALABAMA STATE AT LARGE

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134500
Invoice Date: 3/25/2026
Due Date: 4/4/26

Total Balance Due by 4/4/2026

$237.51

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
03/25/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/01/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/08/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17

Total Charges	$237.51
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$237.51

Please make check payable to Call News
Thank you for supporting your hometown newspaper!

Please return this portion with your payment.

Invoice

Invoice Date: 3/25/2026
Invoice # 134500
Account # 5365

Amount Enclosed _____

Remit Payment to:
Call News
7870 State Street
Citronelle, AL 36522

AMEND APPENDIX A
Total Balance Due by 4/4/2026 **$237.51**

Call News

7870 State Street • Citronelle, AL 36522
Phone: 251-866-5998 • Fax: 251-866-5981
TO VIEW LEGALS ONLINE visit www.alabamapublicnotices.com

AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Public Notice LEGAL

The Newspaper published the attached legal notice in the issues of

3/25/2026

4/1/2026

4/8/2026

The sum charged for these publications was $79.17 per week for 3.00 consecutive weeks, a total cost of $237.51.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

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Sworn to and subscribed before me on this 8th day of April, 2026.

Notary Public _____

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RHONDA GRAY NOTARY PUBLIC Expires: February 10, 2027 ALABAMA STATE AT LARGE

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

Attachment

C

Appendix A Unified Development Code

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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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B 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, including any administrative deviations approved in accordance with subsection (d) below.

(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 Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

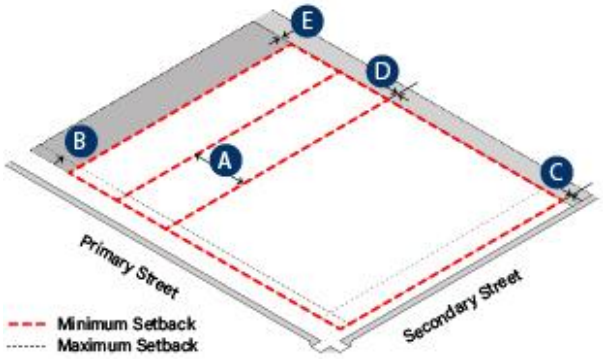
(e) *Dimensional and Intensity Standards*

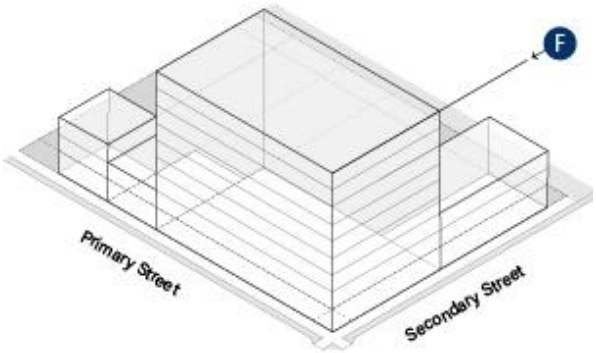
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]
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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

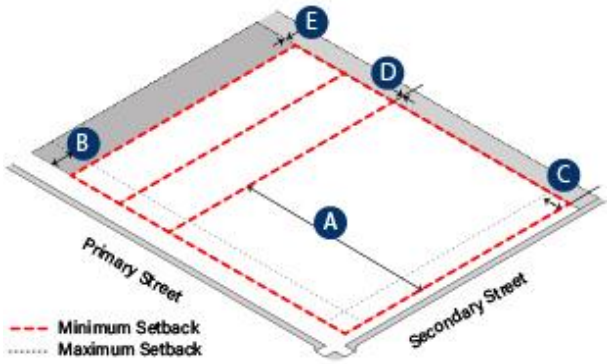
(d) *Permitted Uses*

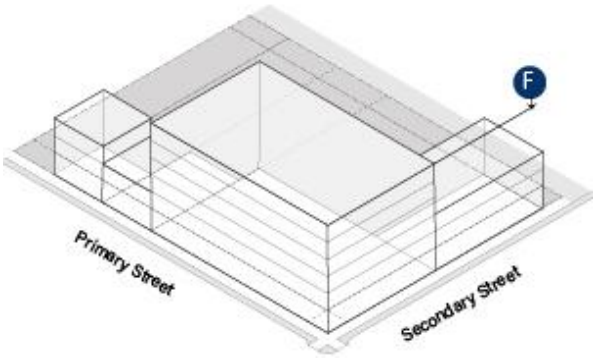
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

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

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

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

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

Building Form		
Height, max	F	5 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

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

(a) *Generally*

The T-5.1 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

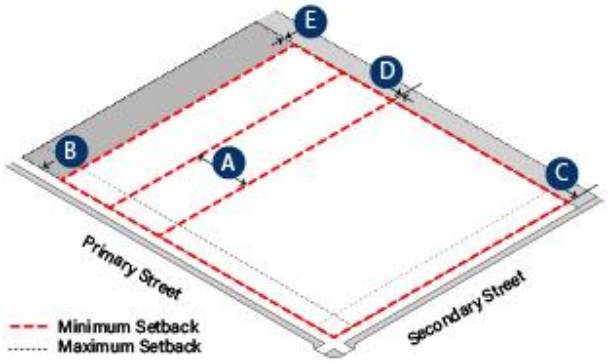
(d) *Permitted Uses*

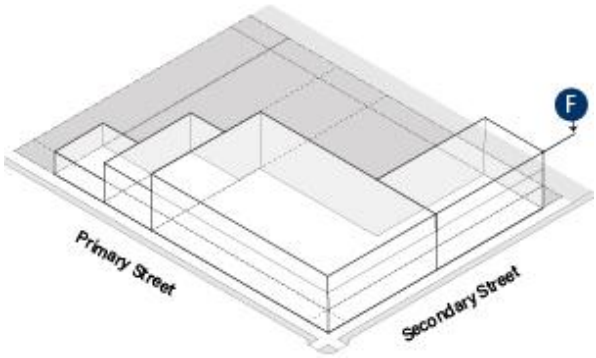
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.
[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

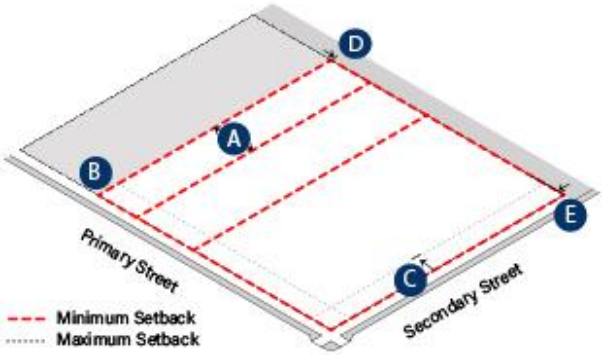
(d) *Permitted Uses*

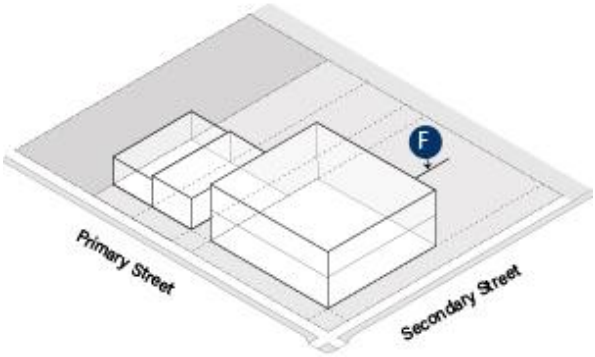
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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

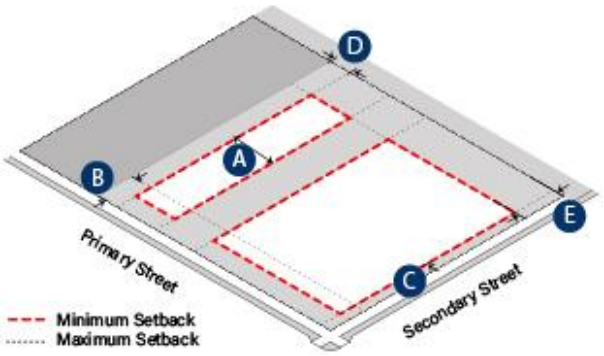
(d) *Permitted Uses*

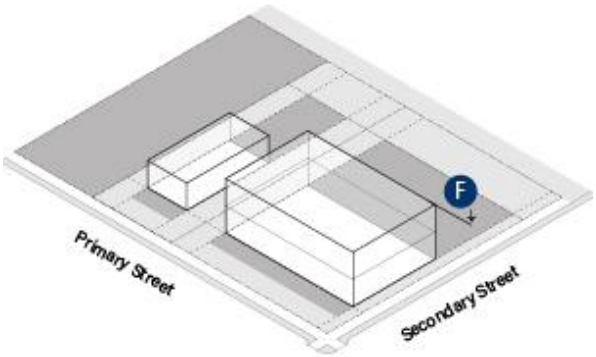
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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

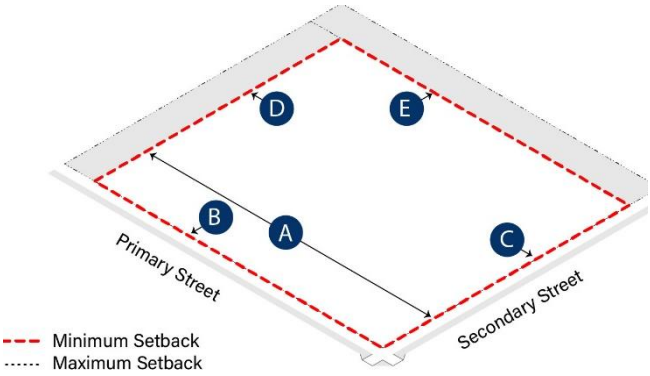
(d) *Permitted Uses*

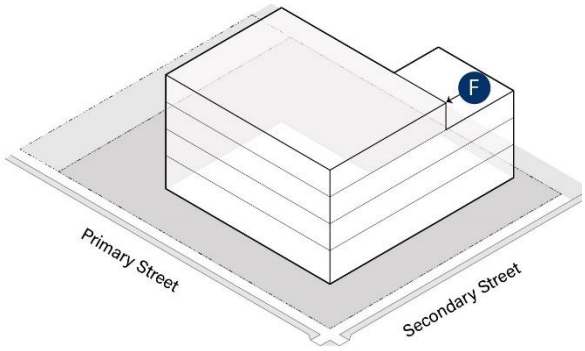
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

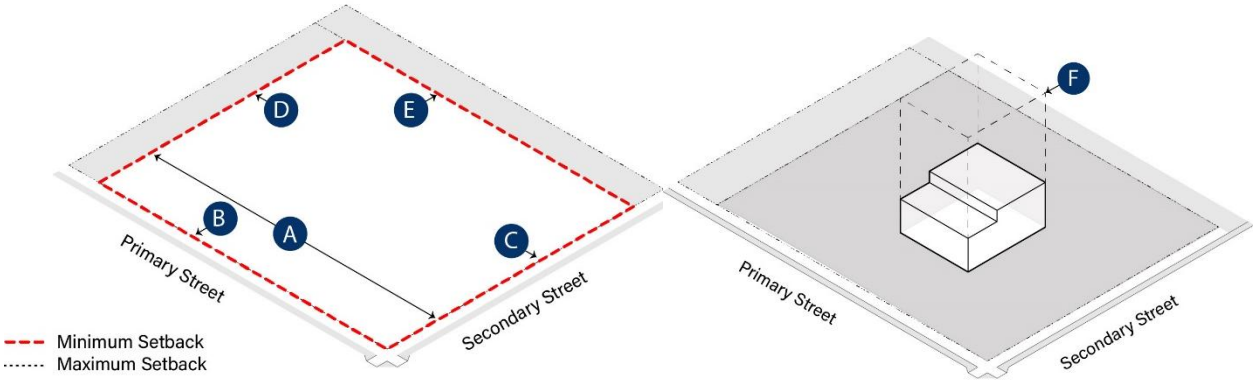
(d) *Permitted Uses*

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

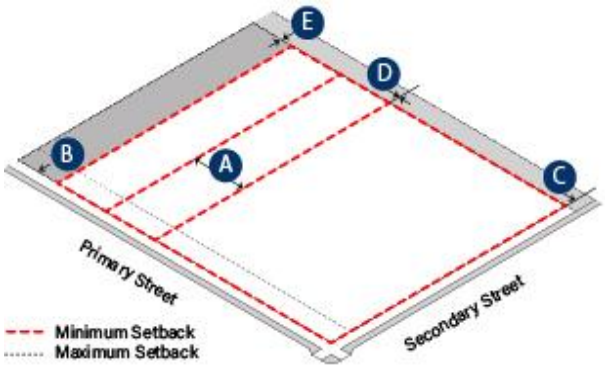
(d) *Permitted Uses*

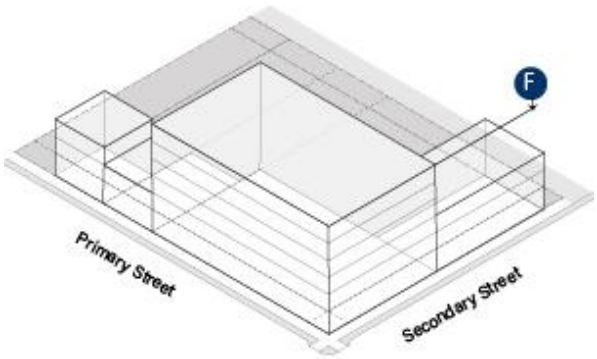
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(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 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 Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(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 Docks and Service Areas*

Off-street loading docks 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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. 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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = 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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

(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 (primary entry only)	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

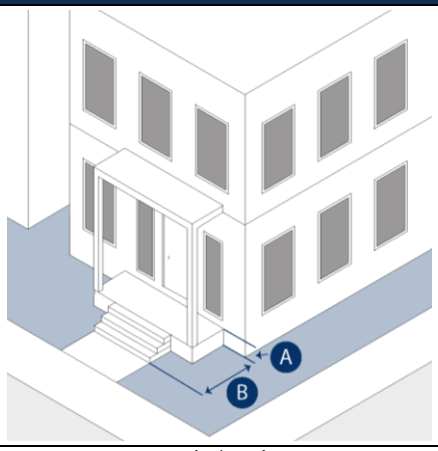
1. *General Characteristics*

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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*

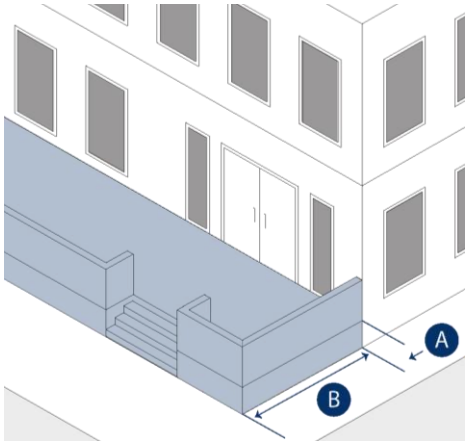
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

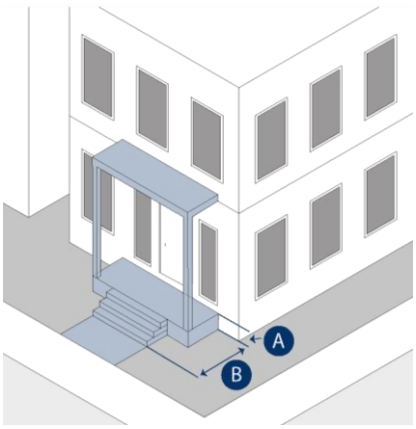
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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*

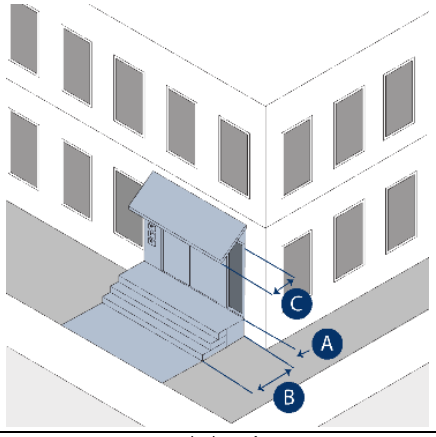
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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 | 30 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:

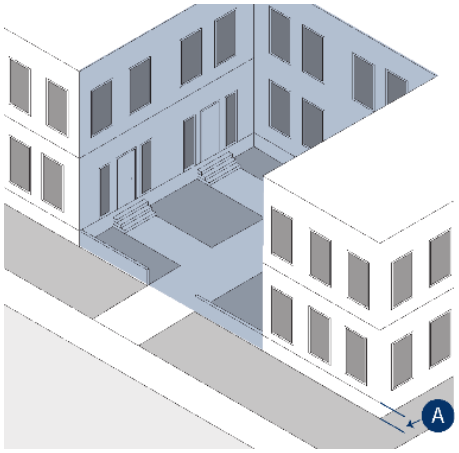
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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)		Ⓐ	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

K. Vehicular Forecourt Frontage Type

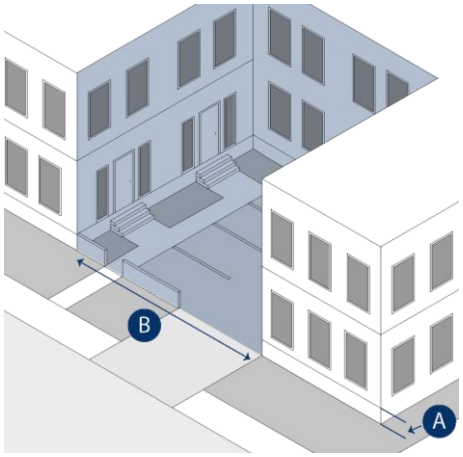
1. *General Characteristics*

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
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

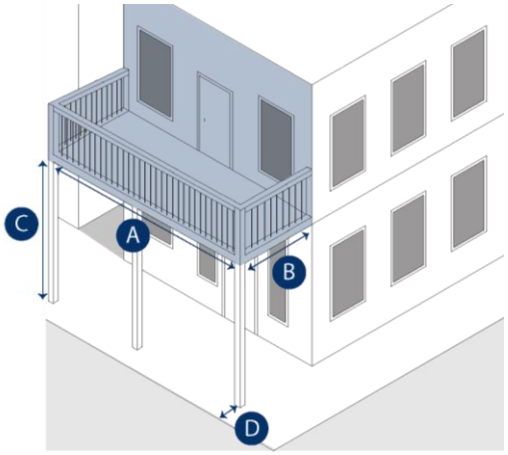
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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 (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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

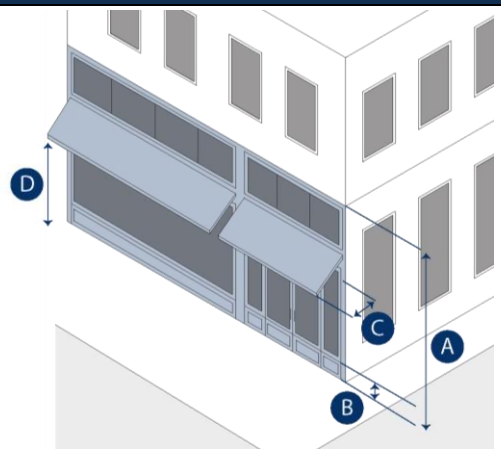


Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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 Height (feet)	
Floor and Use	**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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

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

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.” A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

Attachment

D

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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

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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, including any administrative deviations approved in accordance with subsection (d) below.

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(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 Section 2.B.6, Variance.

Deleted: subsection 6 below

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

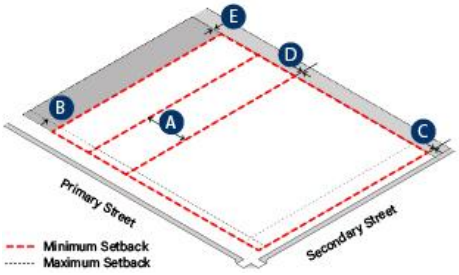
(e) *Dimensional and Intensity Standards*

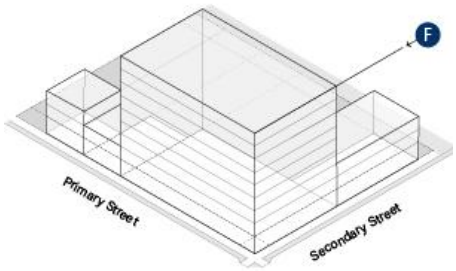
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]

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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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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*

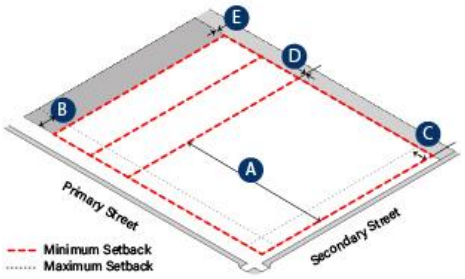
See Table 4.1: Use Table, in Section 4, Use Regulations

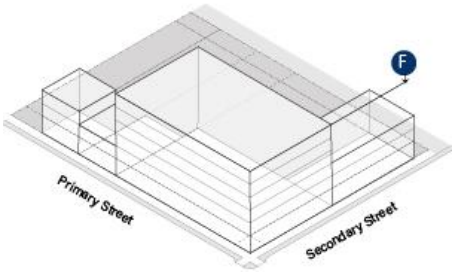
(e) *Dimensional and Intensity Standards*

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

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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 [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), 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	5 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. See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

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

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

(a) *Generally*

The T-5.1 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*

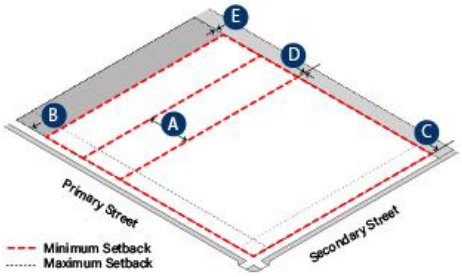
See Table 4.1: Use Table, in Section 4, Use Regulations.

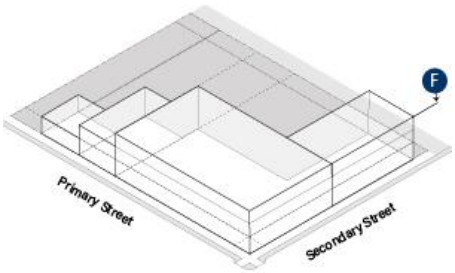
(e) *Dimensional and Intensity Standards*

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

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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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

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

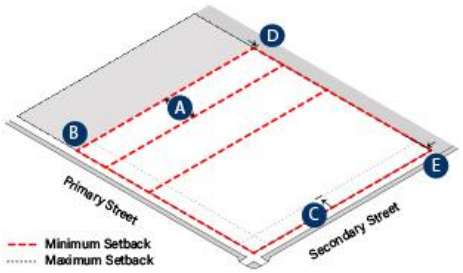
(d) *Permitted Uses*

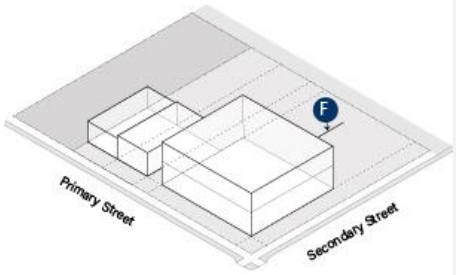
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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.

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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

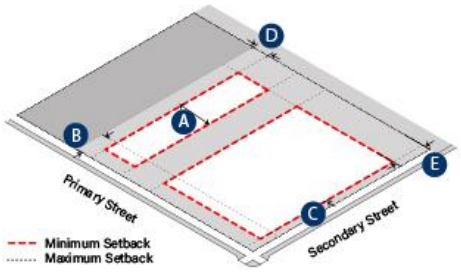
(d) *Permitted Uses*

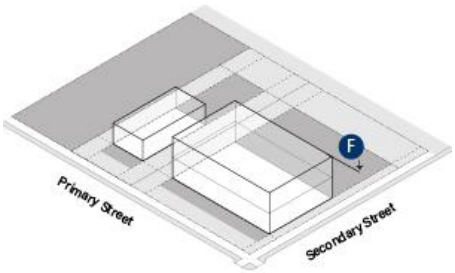
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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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

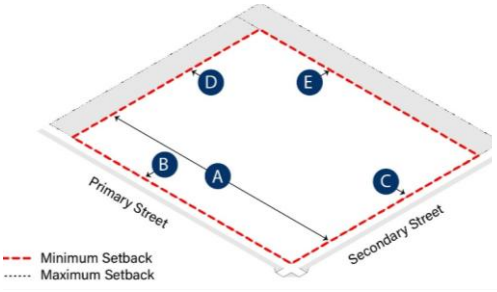
(d) *Permitted Uses*

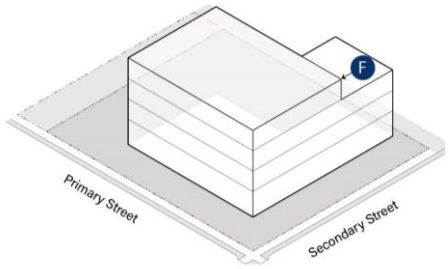
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

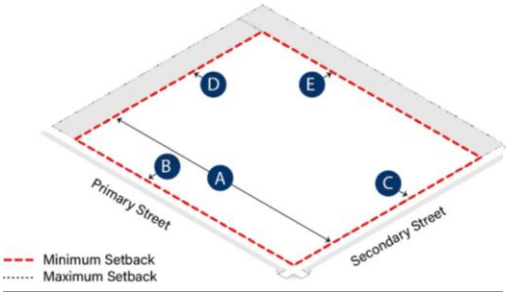
(d) *Permitted Uses*

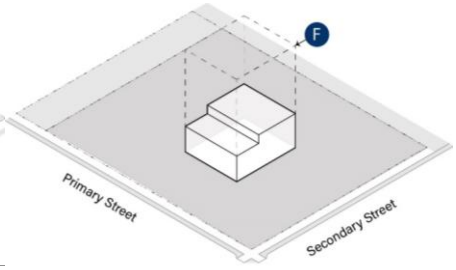
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

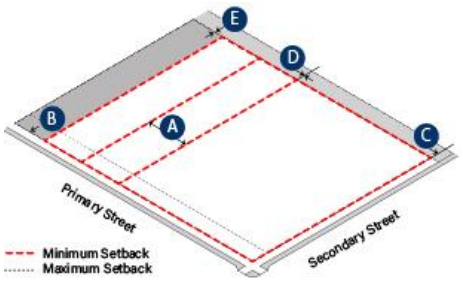
(d) *Permitted Uses*

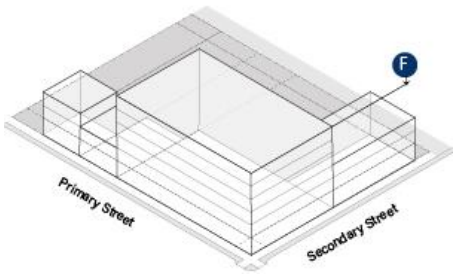
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Inserted Cells
Inserted Cells

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

Deleted: 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 lot shall not exceed the maximum number by sub-district in Table 5.2.

Deleted: parking

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

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(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 Docks and Service Areas*

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Off-street loading docks 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:

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(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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

Deleted: <#>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;¶

(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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(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.

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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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs			
Sign Type	**Number**	**Area, Maximum**	**Copy**
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

6. *Sign Specific Standards*

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Deleted: [1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.

(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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

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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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

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(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 (primary entry only)	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

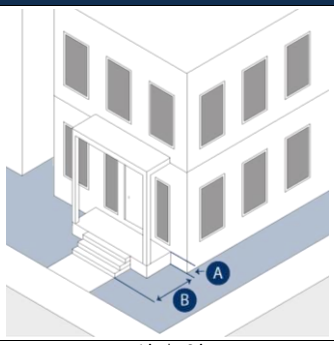
1. *General Characteristics*

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel, or aluminum. Walls: brick, stone, or stucco over masonry.
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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

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G. Terrace Frontage Type

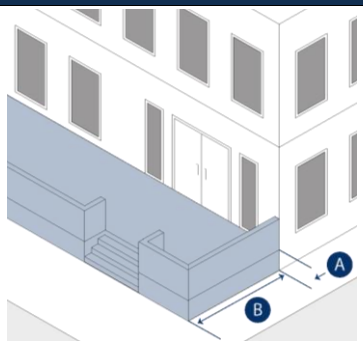
1. *General Characteristics*

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

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H. Stoop Frontage Type

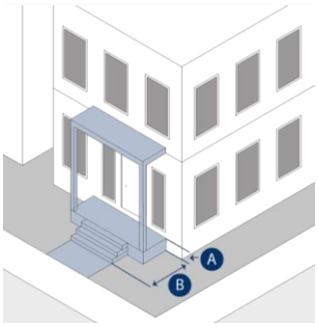
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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

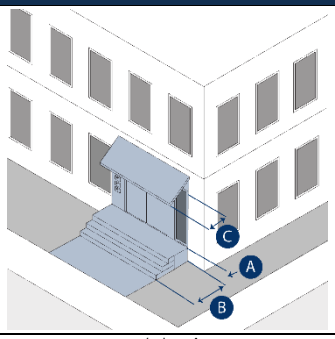
1. *General Characteristics*

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)	A			●	●				●	n/a | 30 in (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Encroachment depth (max)										
Stairs	B			●	●		●	●	●	May encroach up to property line
Fences and Walls										
General Standards					●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings										
Material and Type				●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection		C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance				●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways					●					One permitted per entrance, with a maximum width of 5 ft
Frontage										
Surfacing				●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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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:

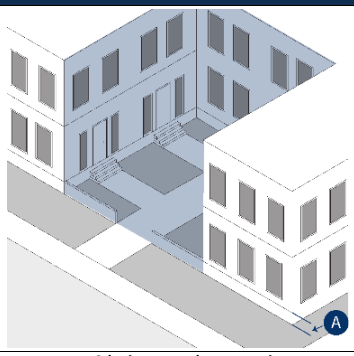
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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
	Canopy	●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

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May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere

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K. Vehicular Forecourt Frontage Type

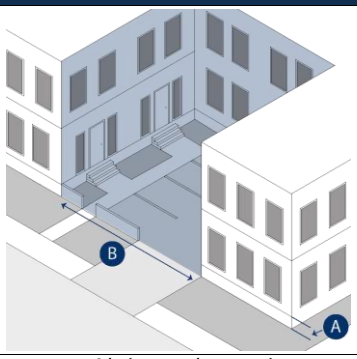
1. *General Characteristics*

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
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

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L. Gallery Frontage Type

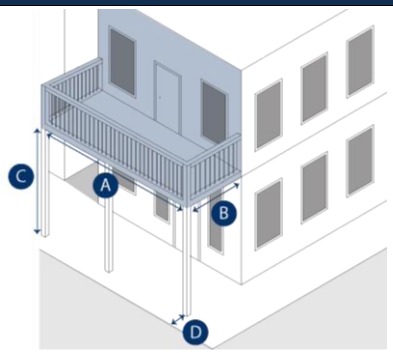
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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M. Shopfront Frontage Type

1. *General Characteristics*

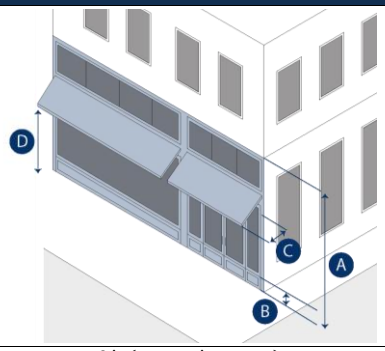
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(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 (see Figure 6.1: Shopfront Design Illustration)
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
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.

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Figure 6.1: Shopfront Design Illustration



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Deleted: .

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

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." A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

Attachment

E

Mobile Planning Commission Results Agenda
April 16, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

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

Staff: Butch Ladner, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Jay Stubbs. Second by Matt Anderson. Adopted.

NEW ITEMS

1. SUB-003653-2026

Location: 4103 Moffett Road
Subdivision Name: Brown Square Subdivision
Applicant / Agent: Robert Brown, R & G Brown Properties, Inc. (Joseph N. Asarisi, Asarisi & Associates, LLC, Agent)
Council District: District 1
Proposal: Subdivision of 1 lot; 1.1± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

Motion to amend the approval to waive Section 6.B.9. of the Subdivision Regulations by Matt Anderson. Second by Jay Stubbs. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
2. Revision of the plat to illustrate a 25-foot front yard setback along Moffett Road, in compliance with Article 2, Section 64-2-14.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations.
3. Provision of a note on the Final Plat stating the site shall comply with the residential protection buffer requirements of Article 3, Section 64-3-8.A. of the Unified Development Code;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and,
7. Compliance with all Fire Department comments noted in the staff report.

2. SUB-003661-2026

Location: 4250 Dauphin Island Parkway
Subdivision Name: Perch Creek Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 4.75± acres

Motion to approve by Matt Anderson. Second by Jennifer Denson. Approved.

After discussion the Planning Commission waived Section 6.C.7. of the Subdivision Regulations (for excess street frontage) and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to illustrate right-of-way dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Revision of the plat to illustrate right-of-way dedication sufficient to provide 30 feet from the centerline of Winston Road;
3. Revision of the plat to illustrate right-of-way dedication sufficient to provide 25 feet from the centerline of Winston Lane;
4. Dedication of the corner radius at the intersection of Dauphin Island Parkway and Winston Road in compliance with Section 6.C.6. of the Subdivision Regulations;
5. Retention of the 25-foot corner radius at the intersection of Winston Road and Winston Lane;
6. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
7. Retention of the 25-foot front yard setback along Dauphin Island Parkway, adjusted for any required dedication;
8. Revision of the plat to illustrate a 25-foot front yard setback along Winston Road and Winston Lane, in compliance with Article 2, Section 64-2-10.E. of the Unified

Development Code and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication.

9. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permit permission of the easement holder;
10. Placement of a note on the Final Plat stating that the future development of the site is subject to the Peninsula Overlay provisions of Article 12 of the Unified Development Code;
11. Compliance with all Engineering comments noted in the staff report;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

3. SUB-003662-2026

Location: 2590 Dauphin Island Parkway
Subdivision Name: DIP-Triangle Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 1.85± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Illustration of the 100-foot right-of-way width along Dauphin Island Parkway or dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Retention of the lot's size in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Retention of the 25-foot minimum building setback line along Dauphin Island Parkway, adjusted for any required dedication;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003674-2026

Location: 4047 Dawson Drive
Subdivision Name: Shreves Estates Subdivision
Applicant / Agent: Jason Shreves
Council District: District 4
Proposal: Subdivision of 1 lot; 0.34± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Dawson Drive, as depicted on the preliminary plat;
2. Provision of the lot's size in both square feet and acres as a label on the Final Plat, or provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along Dawson Drive, in compliance with Section 64-2-5.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations;
4. Removal of all side and any rear yard setbacks from the Final Plat;
5. Provision of a note on the Final Plat stating no structure shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and,
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003660-2026

Location:	7380 Zeigler Circle South & 620 Zeigler Circle West
Subdivision Name:	Resubdivision of Lots 44 & 46, Revised Zeigler Airport Commercial Park Subdivision
Applicant / Agent:	Kari Givens, Byrd Surveying, Inc.
Council District:	District 7
Proposal:	Subdivision of 2 lots; 2.09± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 6.C.9. of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide rights-of-way along Zeigler Circle South and Zeigler Circle West on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-16.E. of the UDC and Section 6.C.8. of the Subdivision Regulations;
4. Retention of a note on the Final Plat stating no structures shall be constructed within any easement without permission from the easement holder;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

6. SUB-003675-2026

Location: 3000 Bryant Road
Subdivision Name: Resubdivision of the Resubdivision of Revised Bucci Subdivision
Applicant / Agent: Johana A. Bucci (Keri Coumanis, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 2 lots; 2.48± acres

Kirk Mattei recused.

Motion to holdover by Jay Stubbs. Second by Jennifer Denson. Heldover until the June 18, 2026, meeting.

After discussion the Planning Commission heldover the request until the June 18th meeting to allow the applicant time to make one of the following revisions, with associated application and notification fees submitted by May 18th, as necessary:

1. Either revise the plat to depict three (3) lots;
2. Submit a Use Variance application to allow multiple dwellings on a single building lot; or
3. Obtain a Demolition Permit for one of the dwellings on the proposed Lot 2.

7. SUB-003667-2026

Location: 258 North Hamilton Street
Subdivision Name: Resubdivision of Hampton Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 3 lots; 0.26± acres

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along North Hamilton Street, as depicted on the preliminary plat;
2. Retention of the 50-foot-wide right-of-way along North Franklin Street, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, in compliance with Section 5.A.2.(3)(3) of the Subdivision Regulations;

4. Revision of the Final Plat to illustrate the maximum allowable building setback of twelve feet (12') along both street frontages;
5. Provision of a note on the Final Plat stating that Lot 2-A is limited to one (1) curb cut access to North Franklin Street;
6. Provision of a note on the Final Plat stating that Lots 1-A and 1-B are not allowed a curb cut;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003672-2026

Location: 1111 Government Street
Subdivision Name: Oakleigh Row Subdivision
Applicant / Agent: Stephen Howle, SPH Holdings, LLC
Council District: District 2
Proposal: Subdivision of 4 lots; 1.05± acres

Motion to approve by Jennifer Denson. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.C.2.(b)(4) of the Subdivision Regulations (for substandard lot width) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 100-foot-wide right-of-way along Government Street on the Final Plat;
2. Retention of the 50-foot-wide right-of-way along Church Street on the Final Plat;
3. Retention of the lot numbers on the Final Plat;
4. Revision of the plat to add a note stating that the site shall comply with the provisions of the Historic District Overlay (HDO) in Article 14 of the Unified Development Code, including the front yard dimensional standards for lots in the HDO;
5. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
6. Placement of a note on the Final Plat stating that approvals from the Historic Development Department/Architectural Review Board are required prior to the issuance of any development permits;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and
10. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003658-2026

Location: 1617 Brill Road
Subdivision Name: Nigzhel Christopher Landing Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.

Council District: District 3
Proposal: Subdivision of 5 lots; 1.45± acres

Motion to approve by Matt Anderson. Second by Larry Dorsey. Approved.

After discussion the Planning Commission waived Section 6.C.9.(a) of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Brill Road;
2. Retention of the lot sizes in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Brill Road where each lot is at least 60 feet wide;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

10.SUB-003673-2026

Location: 4038 Leighton Place Drive
Subdivision Name: Leighton Village Subdivision, Phase III
Applicant / Agent: 195, LLC
Council District: District 4
Proposal: Subdivision of 15 lots; 4.23± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 60-foot radius (120-foot diameter) cul-de-sac on the Final Plat;
2. Retention of the proposed street extension name and 50-foot right-of-way width label, and labeling as a public right-of-way on the Final Plat;
3. Retention of lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the setback data and site coverage data in the Site Data table on the Final Plat (20-foot front yard, 7-foot side yards, 10-foot rear yards, and 50% site coverage);

5. Retention of Note #10 on the Final Plat stating that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
6. Retention of Note #12 on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

11.ZON-UDC-003666-2026

Location:	East Side of Tacon Street, 267±' North of Cameron Street
Applicant / Agent:	Christopher J. Hughes
Council District:	District 1
Proposal:	Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Urban District**:

A) Consistency. 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. 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. 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 **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

12.SUB-003671-2026 & MOD-003668-2026

Location:	4630, 4700, and 4960 Dauphin Island Parkway
Subdivision Name:	Perch Creek - Dockside Marina Subdivision
Applicant / Agent:	Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
Council District:	District 3
Proposal:	Subdivision of 2 lots, 19.8± acres; and request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Subdivision: Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request to the May 21st meeting to allow the applicant time to submit a concurrent rezoning application to remove the condition limiting development of the site to an approved Planned Unit Development.

PUD Termination: At the applicant's request the application was withdrawn from consideration.

OTHER BUSINESS

Public Hearing to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

Review of Minutes from the following Planning Commission meetings:

- September 18, 2025
- October 16, 2025

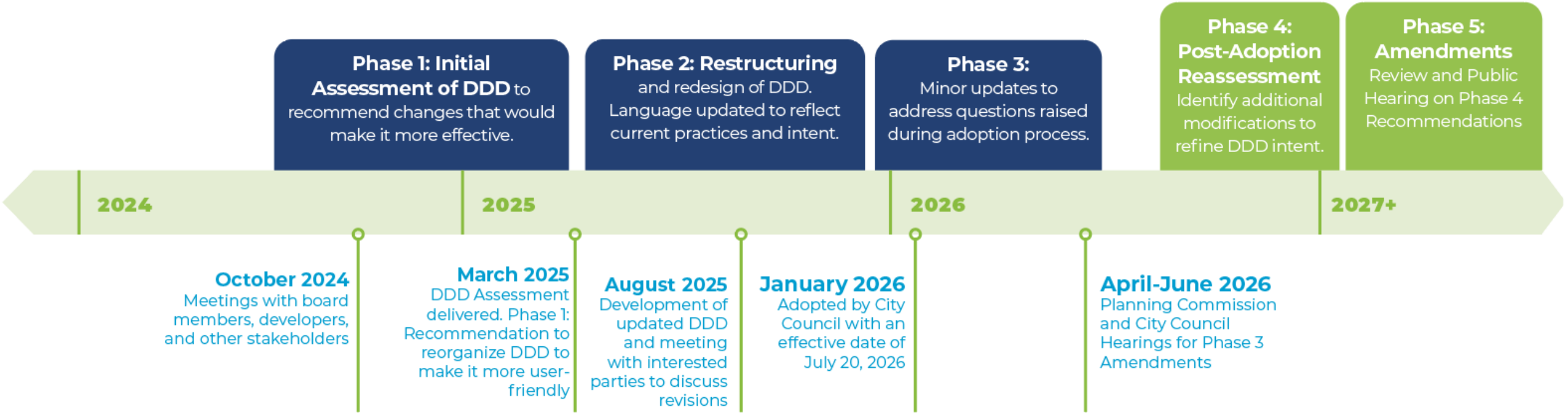
Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

DDD update

April 16, 2026



PROJECT OVERVIEW



UPDATES SINCE JANUARY 2026

Throughout

- Corrected missing cross-references and typographical errors

Section 2 — Administrative Procedures

- Reintroduced a procedure for administrative deviations, clarifying the Director's existing authority to approve minor deviations during plan review

Section 3 — Zoning Sub-Districts

- Clarified that land in the SD: Special District must be rezoned before development may commence
- Added cross-references to parking structure height exceptions in T-6, T-5.2, and T-5.1 standards tables

UPDATES SINCE JANUARY 2026

Section 5 — Development Standards

- Added omitted regulations regarding the placement of surface parking lots in relation to the primary façade
- Clarified curb-cut and vehicular access requirements for primary and secondary frontages
- Clarified that parking lot screening requirements differ by A-street and B-street frontage for parking structures
- Added omitted regulations for rooftop equipment visibility and parking structure height exceptions
- Updated Figure 5.1 for consistency with sign regulations

UPDATES SINCE JANUARY 2026

Section 6 — Frontage Standards

- Added omitted walkway standards for the Lawn Frontage type
- Clarified that stoops are permitted at secondary entrances under the Stoop Frontage type
- Clarified that Gallery Frontage may incorporate all elements of the Shopfront Frontage
- Added omitted paving allowances for Common Entry and Gallery Frontage in applicable sub-districts
- Added omitted Shopfront Frontage standards applicable in T-5
- Added omitted transparency exceptions for certain SD-WH frontages
- Clarified additional walkway width allowance for additions to existing buildings in T-5 with a stoop or common entry frontage

UPDATES SINCE JANUARY 2026

Section 9 — Definitions

- Clarified that a streetscreen is not considered a fence for purposes of the DDD

NEXT STEPS

1. **Adoption of Phase 3:** Rollout of new application material
2. **Assessment Phase 4:** Consider updates to standards or policies
3. **Update Phase 5:** Process and details to be determined



Questions

Attachment

F

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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B 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, including any administrative deviations approved in accordance with subsection (d) below.

(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 Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

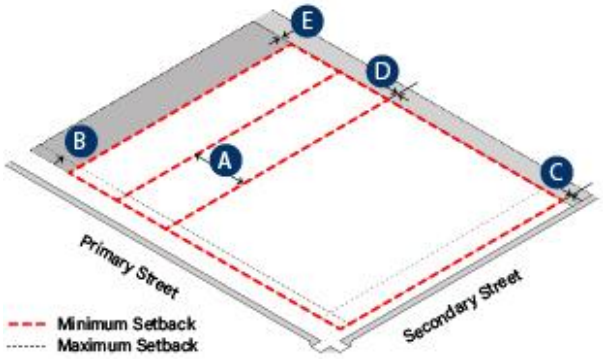
(e) *Dimensional and Intensity Standards*

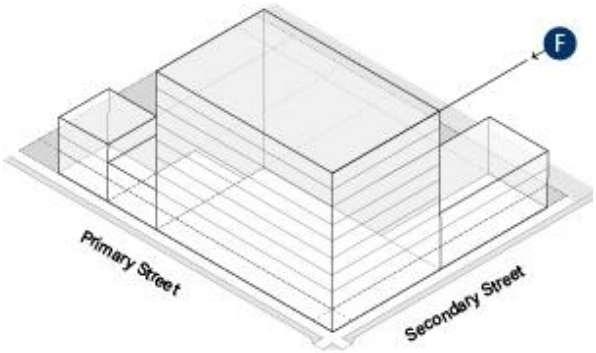
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]
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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

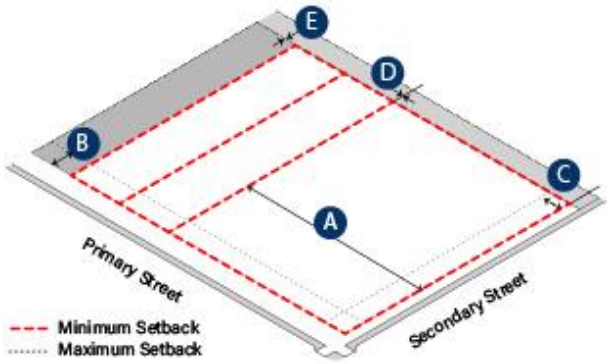
(d) *Permitted Uses*

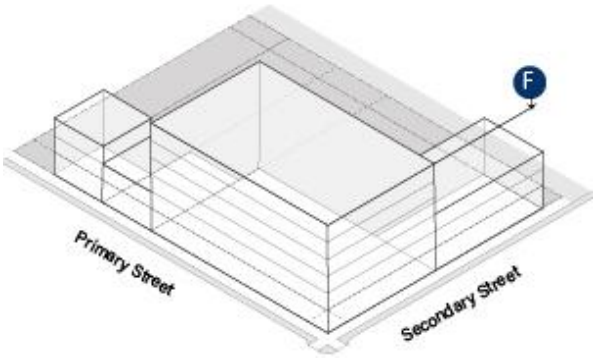
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

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

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

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

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

Building Form		
Height, max	F	5 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

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

(a) *Generally*

The T-5.1 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

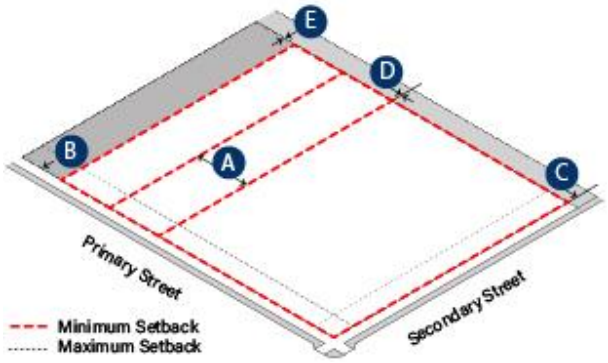
(d) *Permitted Uses*

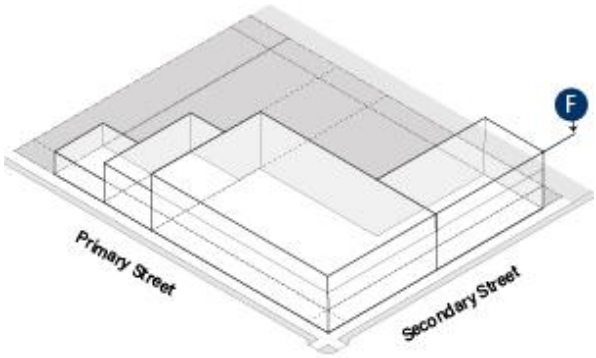
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

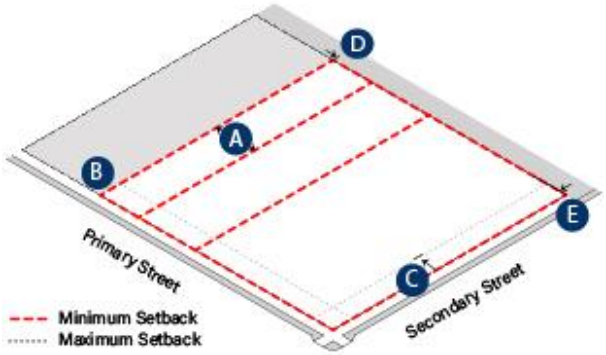
(d) *Permitted Uses*

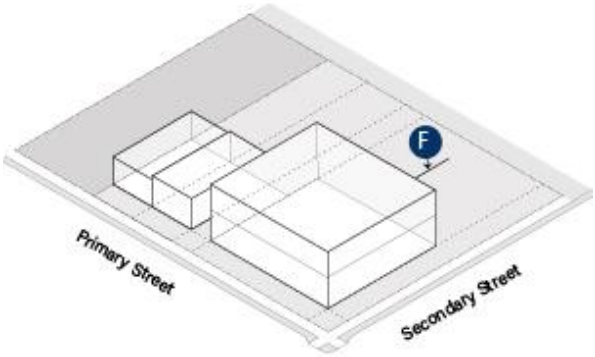
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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

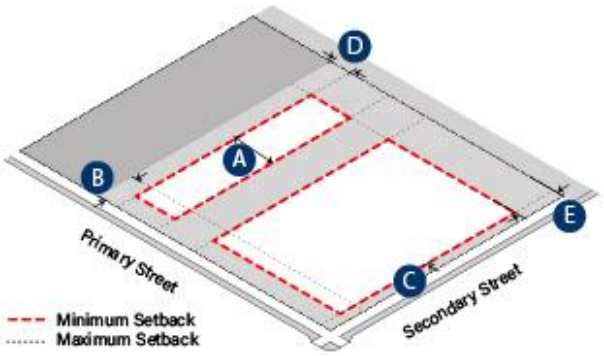
(d) *Permitted Uses*

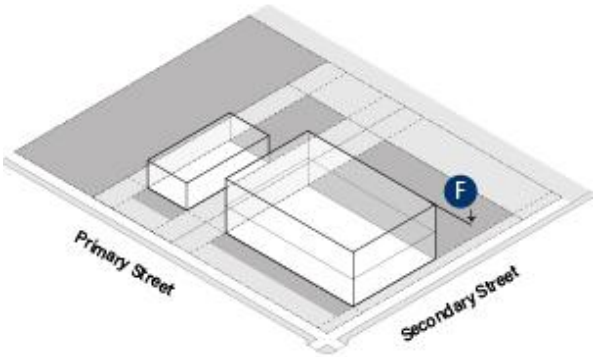
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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

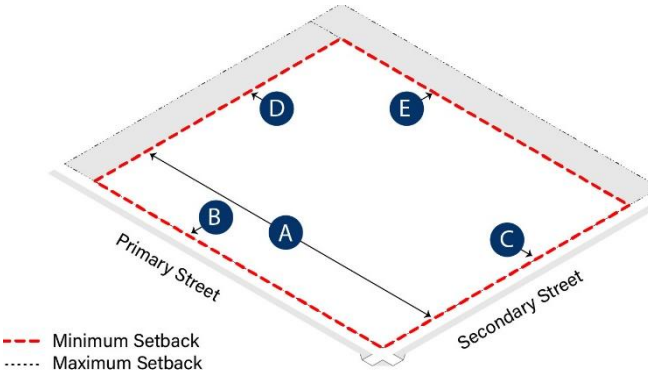
(d) *Permitted Uses*

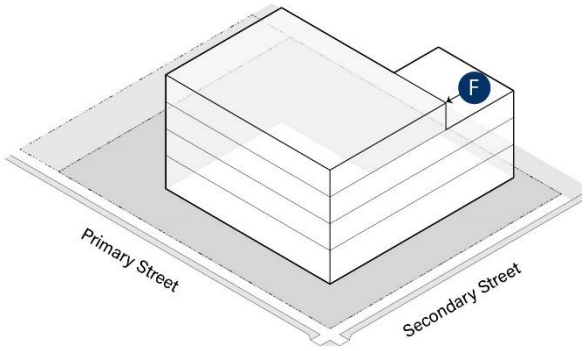
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

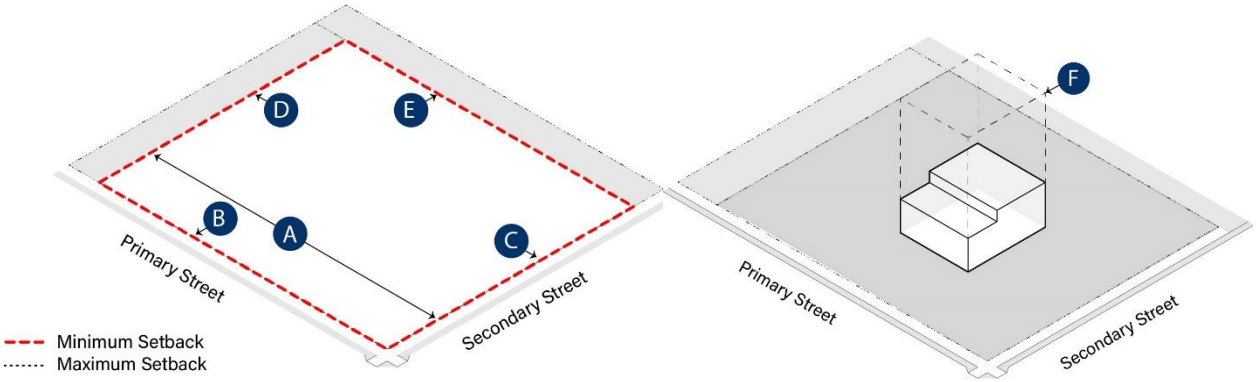
(d) *Permitted Uses*

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

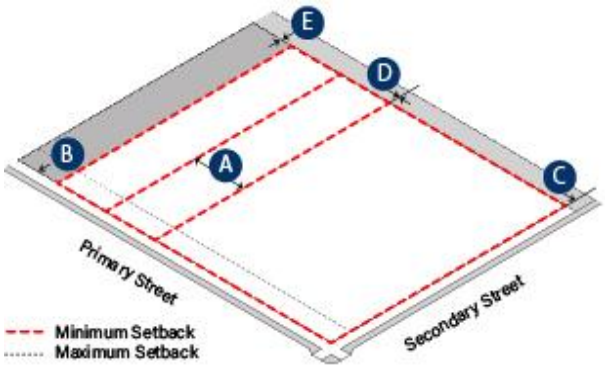
(d) *Permitted Uses*

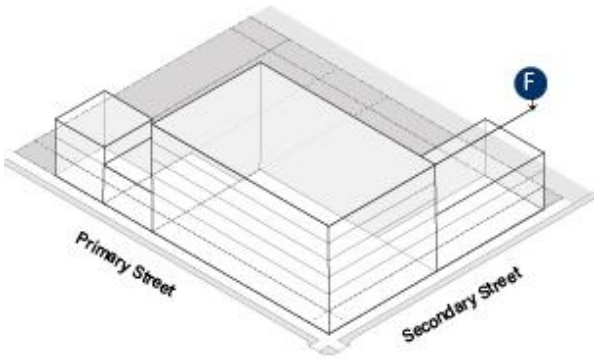
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(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 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 Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(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 Docks and Service Areas*

Off-street loading docks 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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. 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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum..

(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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = 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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

(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 (primary entry only)	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*

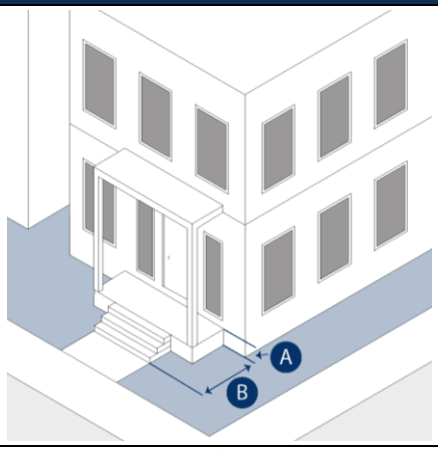
In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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

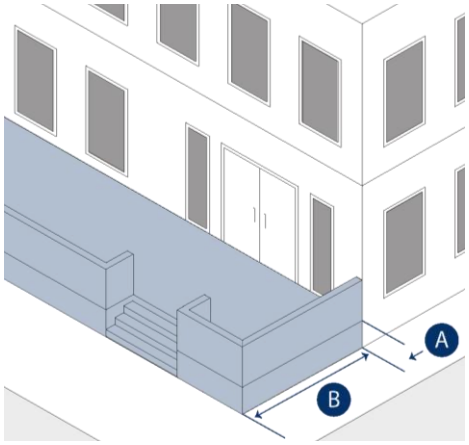
1. *General Characteristics*

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

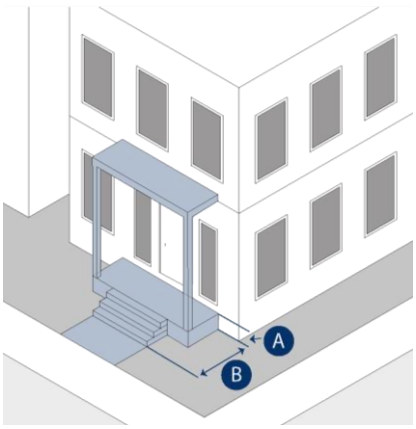
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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*

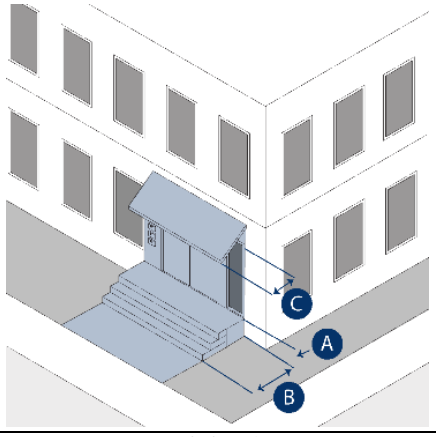
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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 | 30 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
	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:

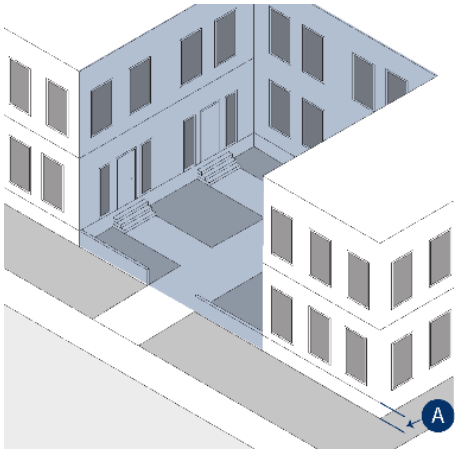
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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)		Ⓐ	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

K. Vehicular Forecourt Frontage Type

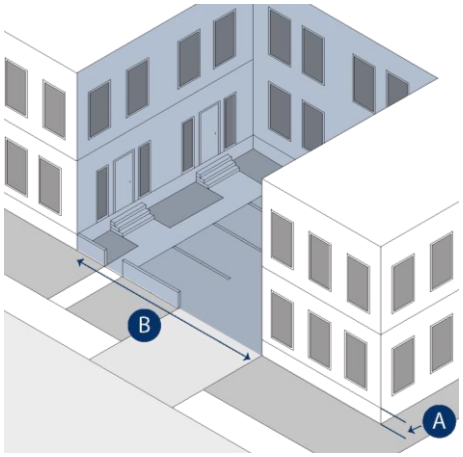
1. *General Characteristics*

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
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

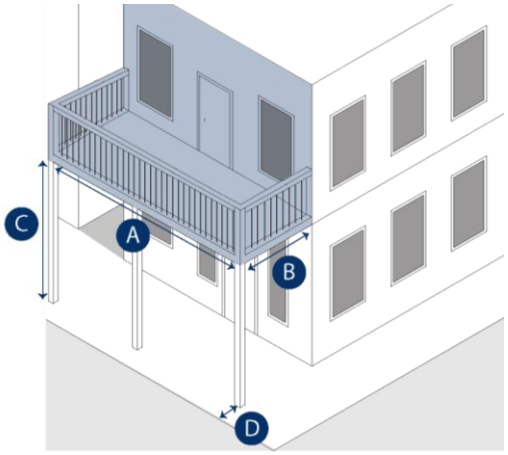
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

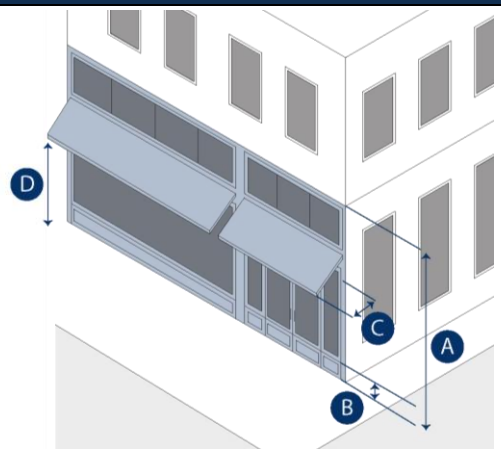
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(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 (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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

Figure 6.1: Shopfront Design Illustration



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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 Height (feet)	
Floor and Use	**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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

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

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.” A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of **Seventy Thousand Dollars ($70,000.00)** is hereby reallocated from:

- **Capital Project #C1047.**
  CIP Citywide Pks and Trail Signage
  (Capital Improvement Fund (2000))

to:

- **Capital Project #C0929.**
  TIF Wayfinding Analysis
  (Capital Improvement Fund (2000))

Said funds shall be used to support funding for a contract amendment for Contract # 4794 with Found Design, LLC, dba MERJE for Wayfinding-Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual.

ADOPTED:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs and Project Manangement DEPT. 2045

DATE OF REQUEST: 5/14/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 70,000.00

FROM CAPITAL PROJECT#: ~~C0147~~ C1047

CAPITAL PROJECT NAME: Citywide Parks and Trail Signage

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: C0929

PROJECT NAME: TIF WAYFINDING ANALYSIS

DEPT. PROJECT#: N/A

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Shayla Beaco, Exec Dir - Build Mobile
Shonnda Smith, Exec Director
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Attached for your review is Amendment No. 1 to the contract between the City of Mobile and Found Design, LLC dba MERJE for the Professional Services for Development of City of Mobile, Alabama Wayfinding Program. This amendment covers the scope of work required to complete the Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual. These tasks will include park and trail identification, on-street directional and parking signs to parks and trailhead access, trailhead and park markers and kiosks, on-trail and park directional signage, mile markers for paths and trails, informational pedestrian signage, and rules and regulatory signage. This will be designed to complement the completed downtown signage completed in 2025. The total of this increase is $97,400.00.

Wayfinding refers to information systems that guide people through a physical environment and enhance their understanding and experience of places and spaces. Urban environments have grown more complex over time with more people, new buildings, infrastructure and expanding open spaces. This growing complexity of environments requires the use of visual cues for users to navigate on their own. These cues can be maps, signage, kiosks, symbols and/or colors. Wayfinding systems help guide visitors and residents through a more pleasant, safe, and immersive experience.

Amount of Contract:
$97,400

Funding Source
C0929

ATTACHMENTS:

1. MERJE Amend Cover Letter
2. Amendment Resolution MERJE updated
3. Found Design Contract Amendment1_Notarized high res
4. AMENDMENT ONE Exhibit A
5. Original contract_MERJE_executed_20231212
6. Change Order Request Form MERJE

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

May 13, 2026

Dear Councilmembers,

Attached for your review is Amendment No. 1 to the contract between the City of Mobile and Found Design, LLC dba MERJE for the Professional Services for Development of City of Mobile, Alabama Wayfinding Program.

This amendment covers the scope of work required to complete the Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual. These tasks will include park and trail identification, on-street directional and parking signs to parks and trailhead access, trailhead and park markers and kiosks, on-trail and park directional signage, mile markers for paths and trails, informational pedestrian signage, and rules and regulatory signage. This will be designed to complement the completed downtown signage completed in 2025. The total of this increase is $97,400.00.

Wayfinding refers to information systems that guide people through a physical environment and enhance their understanding and experience of places and spaces. Urban environments have grown more complex over time with more people, new buildings, infrastructure and expanding open spaces. This growing complexity of environments requires the use of visual cues for users to navigate on their own. These cues can be maps, signage, kiosks, symbols and/or colors. Wayfinding systems help guide visitors and residents through a more pleasant, safe, and immersive experience.

We appreciate your continued support and communication on this important project. Should you have any questions, please contact Jennifer Greene at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

The authorization set forth below is expressly conditioned upon and shall not become effective unless and until the funding transfer resolutions adopted contemporaneously herewith are approved.

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, Amendment No. 1 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Amendment No. 1 attached hereto and made a part hereof as though set forth in full. A copy of said executed Amendment No. 1 is on file in the office of the City Clerk.

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

NAME OF COMPANY:	Found Design, LLC, dba MERJE
PROJECT NAME:	Wayfinding
AMOUNT:	$97,400 (Increase)

Adopted:

_____
City Clerk

_____
Date

AMENDMENT #1 TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this_____day of _____, 2026.

BETWEEN the City:	CITY OF MOBILE (hereinafter the "City") 205 Government Street P.O. Box 1827 Mobile, Alabama 36633
And Consultant:	Found Design, LLC, dba MERJE P.O. Box 3307 West Chester, PA 19380
For the following Project:	Professional Services for Development of City of Mobile, Alabama Wayfinding Program

WHEREAS, City and Found Design, LLC, dba MERJE entered into an Agreement dated December 12, 2023, with regard to professional services necessary for the design of a wayfinding program for the City of Mobile (hereafter "the Agreement,") a copy of which is attached hereto; and

WHEREAS, Section 1.1 of the Agreement provides scope of work to be performed by Consultant, provides the compensation to be paid Consultant for a total not to exceed the sum of $143,660.00; and

WHEREAS, the additional services described herein are related to, but not included within, the original scope of services and are being added by this Amendment;

NOW THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1.1 Compensation increase. Section 1.2 is amended to add additional compensation of $97,400 to be paid to the Consultant, for a total not to exceed the sum of $241,060.00; and

1.2 Incorporation of Exhibit A (Supplemental work letter). Section 1.3 of the Agreement is amended herewith to designate specific services set out in the supplemental work letter dated March 18, 2026, Exhibit A attached hereto. Incorporation of Exhibit A is for scope description purposes only. In the event of any conflict, ambiguity, or expansion of obligations, the terms of the Agreement, as amended, shall control;

1.3 Additional Services. Section 1.4 of the Agreement is hereby amended to add the following:
"…and shall include a not-to-exceed amount approved in writing by the City prior to commencement. No additional services shall be compensated unless approved in writing in advance by the City."

1.4 Payment. Section 3.6 of the Agreement is hereby amended to add the following:
"Payment shall be contingent upon the City's written acceptance of deliverables. Invoices must include a detailed breakdown of services performed, percentage of completion, and supporting documentation acceptable to the City. The City reserves the right to withhold payment for incomplete, deficient, or nonconforming work. Partial or progress payments shall not constitute acceptance of work"

1.5 Reimbursable Expenses. Notwithstanding anything in Exhibit A or any incorporated proposal to the contrary, reimbursable expenses are included within the total not-to-exceed amount and shall not exceed $6,000 in the aggregate without prior written approval by the City. No markup shall be applied to reimbursable expenses unless expressly approved in writing by the City.

1.6 Indemnification. Section 4.1 of the Agreement is hereby amended to provide that the Consultant's indemnification obligations shall apply only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its agents, employees, or subcontractors, and shall not apply to the sole negligence or willful misconduct of the City.

1.7 Termination. Section 12 of the Agreement is hereby amended to add the following:
"The City may terminate this Agreement for convenience upon thirty (30) days written notice to the Consultant. Consultant shall be paid only for services satisfactorily performed and accepted through the date of termination"

1.8 Time for Performance. Consultant shall complete all services under the Agreement, including the additional services described in Exhibit A, no later than August 30, 2027, unless extended by written amendment approved by the City.

1.9 Ownership of Work Product. All work product, including but not limited to designs, graphics, maps, manuals, reports, and related deliverables produced under this Agreement, shall be the sole and exclusive property of the City upon creation. Consultant hereby assigns to the City all rights, title, and interest in such work product. Consultant shall execute any documents reasonably requested by the City to evidence or effectuate such ownership. Consultant shall retain no ownership or reuse rights without prior written consent of the City.

1.10 Contract Documents. Section 5.1 of the Agreement is hereby amended to add the following:
"In the event of a conflict, this Agreement shall control over all exhibits, proposals, attachments, and Consultant generated documents."

1.11 Deliverables. Deliverables shall include, at a minimum, all reports, plans, manuals, graphics, and digital files described in Exhibit A, in fully editable format acceptable to the City. Deliverables shall not be deemed complete until reviewed and accepted in writing by the City.

1.12 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 hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

Found Design, LLC, dba MERJE

BY _____

John Bosio, Principal

State of ~~Alabama~~ PA }
County of Chester }

I, the undersigned Notary Public, in and for said county and state, hereby certify that John Bosio [Individual's Name] whose name as Partner [Title] of the Found Design LLC (MERJE) [Corporation's Name], a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 14 day of May, 20 24

Nancy Medrano-Lemus
Notary Public

Commonwealth of Pennsylvania - Notary Seal
NANCY MEDRANO - LEMUS - Notary Public
Chester County
My Commission Expires September 11, 2028
Commission Number 1448063

Print Nancy Medrano-Lemus

My commission expires: 9/11/28
(Seal)

CITY OF MOBILE

BY _____

Spiro N. Cheriogotis,
Mayor

Attest:

_____
Its City Clerk

AMENDMENT #1 - EXHIBIT A

merje

ENVIRONMENTS & EXPERIENCES

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM & CITY OF MOBILE PARKS SIGN STANDARDS

Dear Jennifer,

This letter serves as a request for additional services under our existing contract with the City of Mobile for Professional Services for the Development of the City of Mobile, Alabama Wayfinding Program. Specifically, we propose expanding the design and planning scope to include the following two projects:

1) Three Mile Creek Greenway Trail Branding & Signage Program
2) City of Mobile Parks Sign Standards Manual

Attached to this letter are proposals for each effort, included as exhibits, outlining the individual scopes of work and associated compensation.

Summary of Compensation

1)	Three Mile Creek Greenway Trail Branding & Signage Program	$ 37,450	(EXHIBIT A)
2)	City of Mobile Parks Sign Standards Manual	$ 59,950	(EXHIBIT B)
	Additional Service Total	**$ 97,400**	

We appreciate the opportunity to continue working with the City of Mobile and to provide design services for these important projects. Should you have any questions regarding the above, please do not hesitate to contact me.

Thank you again for the opportunity. We look forward to working with you on these projects.

Sincerely,

John F. Bosio
Principal
MERJE

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

EXHIBIT A: THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM

Dear Jennifer,

This proposal represents a request for additional service, for MERJE to assist with the development of the Brand / Logo and Sign Standards for the Three Mile Creek Trail.

We understand this scope of work to includes the development of brand identity for the trail, as well as the following on-street and off-street trail sign types;

- On-Street Directional Signs (Direction to Trailhead Access)
- Trailhead Marker
- Trail Kiosk
- On-Trail Directional Signage
- Mile Markers
- Informational Signage
- Rules and Regulatory Signage

This proposal is based on the design following the concepts originally developed alongside the Downtown Wayfinding Program.

TEMPORARY SIGNAGE: We also recognize the need for some immediate temporary signage, while the full program is being developed. MERJE shall fast-track the development of a trailhead sign, as well as 8 – 10, simple on-trail directional signs. *We will provide the design of these signs pro-bono.*

SERVICE PLAN

MERJE will utilize a 5- step approach for the strategy, planning, design and documentation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to your project.

Task 1: Brand Discovery

A kick-off meeting (virtual) with City Staff and Stakeholders to review the branding and signage initiative.

Discussion will include a branding, visual surveys, and design criteria development, Research will also include an analysis of competitors, best practice case studies and identification of benchmark features.

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

merje

Task 2: Schematic Design (Branding / Logo)

Based on the information gathered during the Task 1, MERJE will develop ideas for the identity, visual branding, along signage elements designed previously.

Early “concept” ideas will be presented to the City’s Project Manager for initial input. (Design Submission #1) (virtual)

Based on these early concepts, 3 Schematic Design options shall be presented to the City Staff and Stakeholders (Design Submission #2) (virtual)

Task 3: Sign Planning (Wester Trailhead Pilot Program + Placement Guidelines)

Prepare Sign Location for Pilot Program area (approximately 1 mile of trail segment that offers a wide variety of conditions and signage needs,

Site check locations (with City Staff) for appropriateness, available space and general conditions.

Submittal of a message schedule and sign location plans for review and approval by City staff. Update and sign plans revise based on staff comments. (2 submittals maximum).

Prepare Typical Sign Placement, messages and general sign types for 6 – 8 trail scenarios.

Task 4: Design Development

Based on comments received during Tasks 2, a basis for design will be established and the brand shall be refined, along with wayfinding elements. (Option 4)

Based on actual trail conditions, finalize functional aspects of signage program, size, materials, contrasts, nomenclature, typography, symbols, hardware, placement, construction details, and mounting methods.

Develop budgets and phasing strategy.

Present for final review and approval.

Task 5: Branding and Sign Standards Manuals

Based on the final selected design MERJE will prepare a Manual for consistent use of the brand / logo and signage. This will include Design Intent Drawings indicating material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details and installation methods

Technical Specifications: material standards, products, submittals, coordination, execution, quality assurance, installation criteria, etc.

Prepare final Sign Location Plans and Message Schedule for Pilot Program.

Prepare final cost estimate based on final design and sign counts.

merje

ORIENTATION MAP

The orientation map will be designed in layers, which will allow the City to utilize it for many different purposes, including signs, print materials and multi-media.

Map Elements
The maps will include the following information and be similar in style to the attached examples. Maps will be produced in Adobe Illustrator and the following "layers" will be available as required;

- Base map (streets, street names, parks, etc.)
- Destinations and Attractions (keyed to a list)
- Major Buildings and Structures
- Public Parking Lots
- Parks, Recreational Areas and Trails
- Amenities (restrooms, ATM, Shopping areas, Visitor Info, etc.)
- Transportation Hubs (Bus, Train, etc.)
- Landmarks (including select 3D illustration)
- Legend

The base map will be designed with a North up orientation. We will also convert the maps to additional East, West and South orientations as required for "heads-up" viewing, which will be used on signage and kiosks.

Schematic Design: Develop preliminary orientation map graphics – draft submittal (50%) to the client for general review and comments. This will be based on a limited area of the map and will include color, typography, roadways and primary destinations. Design options (3) will be presented and will be utilized to establish the basis for design for the overall map. (Schematic Design Revisions: 3 Max)

Design Development: Based on client comments and approvals of the 50% map, an expanded full version will be submitted as 75% and 90% completion progress, (Submittal #1 and #2).

Final Map Artwork: Receive comments and prepare FINAL MAP ARTWORK. This digital file will be prepared for use on various design elements as outlined in the agreed scope and deliverables. (Submittal #3)

Client Acceptance of Map Artwork

Deliverable: Production ready map artwork and digital files that will allow the client the ability to edit the map as required in the future. The following maps are included;
- Base Maps (North / Heads-Up)
- 3 additional Orientation (South, East and West / Heads-Up)

COMPENSATION

Based on the scope of the project and the services outlined, we propose the following compensation:

Task 1	Brand Discovery	$ 1,950
Task 2	Schematic Design (Branding)	$ 5,000
	Orientation Map Design	$ 7,500
Task 3	Programming	$ 5,000
Task 4.	Design Development	$ 9,000
Task 5	Branding & Standards Manual	$ 9,000
	THREE MILE CREEK GREENWAY TOTAL	**$ 37,450**

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Reimbursable Expenses
Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.0 times the expenses incurred by MERJE and in the interest of the project.

Potential Additional Services (Not in Contract)
The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Detailed Sign Location Plans for Individual trail segments
- Structural, Electrical or Civil Engineering
- Bid Review and Construction Administration
- Interpretive Signage (scope, quantity to be determined)
- Design of print material design, websites, digital / mobile apps or other non-signage tools
- Landscape or Lighting Design

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,

John F. Bosio
Principal
MERJE

EXHIBIT B: CITY OF MOBILE PARKS SIGN STANDARDS

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE CITY OF MOBILE, PARKS SIGN STANDARDS MANUAL

Dear Jennifer,

This proposal represents a request for Additional Service, for MERJE to assist with the development of the City of Mobile, Parks Sign Standards Manual.

Our work with the Downtown Mobile Wayfinding and the concepts developed for the Three Mile Creek Greenway Trail will both provide a solid basis for design for the Parks sign program.

The following sign types shall be included:

PARKS AND TRAIL SIGNAGE

- On-Street Directional
- Park Identification (3 sizes)
- Vehicular Directional
- Parking Identification
- Information Kiosk
- Pedestrian Directional Signage
- Amenity and Building Identification
- Interpretive Signage (template)
- Informational Signage
- Rules and Regulatory Signage
- Trailhead Marker *
- Trail Kiosk *
- Trail Directional Signage *

** Based on Three Mile Creek Greenway Trail (see Exhibit A)*

METHODOLOGY

MERJE will utilize a 5- step approach for the strategy, planning, design and documentation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to your project.

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

merje

Task 1: Signage Assessment

Kick Off meeting with Parks & Recreation Staff

Tour and photograph project sites and signage. This will include a visit to a variety of parks, trails and facilities that offer distinctly different experiences and scenarios. Issues to be reviewed include:

- Existing Signage (Identity, Rules/Regulations, Guidelines, Interpretive, etc.
- Identify areas where sign clutter is a concern.
- Identify scenarios where constraints or limitations may effect the design
- Review locations of current signage and systems within parks and facilities
- Develop tiers of inclusion for each type of Park.

Identify a project budget, funding strategies and phasing plan for implementation of the signage system.

Working meetings with Parks & Recreation Staff to review program criteria:

- Primary and Secondary Entrances
- Circulation and Parking requirements
- Bicyclist and Pedestrian needs
- Information Hierarchy and Terminology
- Create a General Menu of Sign Types
- Branding and Marketing goals
- Functional Requirements, Flexibility, Vandal Resistance and Maintenance.

Develop Administration tools and procedures for:

- Maintenance requirements
- Standards for cleaning, replacing and expansion of the sign program.
- In-house protocols and procedure for new / replacement signage request
- Organization chart, approvals process, tasks, and schedule workflow
- Establish procurement procedures and implementation guidelines

Present preliminary findings and recommendations to the Parks & Recreation Staff

Task 2: Schematic Design

Review local environment, marketing materials, brand standards and additional information needed to formulate sign design concepts.

Prepare preliminary sign design (3 design options) based on a limited number of sign types. The designs shall create consistent graphic language that can be adapted to a wide variety of environments and site conditions.

Based on sign design, sizes and materials, develop unit costs and order of magnitude budget.

Presentation of proposed signage system to Parks & Recreation Staff. This would include typical sign types and systems, location, size, shape and colors.

Task 3: Typical Sign Placement Scenarios

Prepare preliminary sign location plans, typical messages and general sign types for 3 parks.
(1 each: Regional, Community and Neighborhood)

Site check locations for appropriateness, available space and general conditions. Note: this does not include detailed field mark-outs, it is a general review only.

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Submittal of a message schedule and sign location plans for review and approval by Parks & Recreation Staff. Update and sign plans revise based on Parks and Recreation staff comments. (2 submittals maximum).

Review in the field all locations with Parks and Recreation staff.

Task 4: Design Development

Based on Parks & Recreation Staff comments, the design team shall refine the selected design option, creating a final design for approval (Option 4)

Based on actual park conditions, finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation.

Update and prepare project budgets.

Present for final review and approval.

Task 5: Graphic Sign Standards Manual

Design Intent Drawings: material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details and installation methods

Technical Specifications: material standards, products, submittals, coordination, execution, quality assurance, installation criteria, etc.

Sign Placement Guidelines: typical signage placement scenarios based on 3 types of parks (see Task 3)

Prepare final cost estimate based on final design and sign counts.

COMPENSATION: CITY OF MOBILE PARKS SIGN STANDARDS

Based on the scope of the project and the services outlined, we propose the following compensation:

Task 1	Signage Assessment and Information Gathering	$ 11,000
Task 2	Schematic Design	$ 12,950
Task 3	Programming	$ 8,000
Task 4.	Design Development	$ 10,000
Task 5	Graphic Standards Manual	$ 12,000
	Reimbursable	$ 6,000
	SIGN STANDARDS MANUAL TOTAL	**$ 59,950**

Hourly Billing Rates

Principal In Charge	$ 175
Senior Designer	$ 135
Graphic Designer	$ 115

Reimbursable Expenses

Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.10 times the expenses incurred by MERJE and our consultants in the interest of the project. These expenses include, but are not limited to: CADD machine plots, photocopies, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, special overnight mail and delivery services.

merje

Potential Additional Services

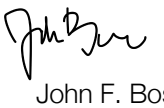
The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Meetings / Presentations beyond those outlined in this proposal
- Structural, Electrical or Civil Engineering
- Bid Review and Construction Administration
- Interpretive Signage for historic areas (scope, quantity to be determined)
- Design of print material design, websites or other non-signage tools
- Landscape or Lighting Design
- Orientation Map Design and Artwork
- Mobile Phone Applications and other Digital Tools

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,



John F. Bosio
Principal
MERJE

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this December 12, 2023

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: Found Design, LLC, dba MERJE
120 North Church Street
Suite 208
West Chester, Pennsylvania 19380

For the following Project: Professional Services for Development of City of Mobile, Alabama Wayfinding Program

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of the design and planning of the Downtown Mobile Wayfinding Program as described herewith and in Paragraph 3.1, including the development of a wayfinding report, sign designs, sign standards manual and map artwork, for a contract sum of **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

1.2 The Consultant's services shall not exceed **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

1.3 The Consultant's services and attached schedule of deliverables shall be as stated in the attached Proposal for **Professional Services for Downtown Mobile Wayfinding Program**, as accepted by the City of Mobile, and dated October 23, 2023. Consultant's services shall be billed monthly, based on the percentage of work completed to date.

1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the

circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is Shayla Beaco, Executive Director of Build Mobile or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual:	John Bosio, Principal in Charge
Firm Name:	Found Design, LLC, dba MERJE
Address:	120 North Church Street Suite 208 West Chester, PA 19380
Phone Number:	484.266.0648

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in Electronic format, as detailed in Exhibit 3, allowing the client the ability to edit each deliverable as required in the future. The deliverables shall include:

A. Wayfinding Summary Report
B. Schematic Sign Designs and Sign Location Planning
C. Sign Standards Manual
D. Production Ready Map Artwork

3.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.4 Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.5 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

3.6 Payment will be made to the Consultant monthly, based on the percentage of the Work by Phase and Task listed in Exhibit 3, and in accordance with the schedule listed in Exhibit 5, and shall result from receipt of an invoice from Consultant.

4.0 INDEMNIFICATION

4.1 Consultant shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all the following, whether third party or directly incurred by City: claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant'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. Consultant certifies it is not a design consultant within the meaning and ambit of Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 CONTRACT DOCUMENTS

5.1 The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, Exhibits 2-5, dated October 23, 2023 – 16 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation and Unique Entity ID – 2 pages
4. Certificate of Insurance and Endorsements – 11 pages

5.2 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 Mobile, Alabama.

5.3 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 ANTI-DISCRIMINATION

6.1 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.

7.0 IMMIGRATION LAW

7.1 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.

8.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:

8.1 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.

9.0 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

10.0 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

11.0 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

12.0 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

13.0 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Shayla Beaco Executive Director of Build Mobile
City of Mobile
Government Plaza Building
3rd Floor, South Tower
PO Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor

CONSULTANT:
Found Design, LLC, dba MERJE

Signature

John Bosio, Principal

ATTEST:

Lisa Lambert, City Clerk

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

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

B. 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.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by 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.

D. Automobile Liability Insurance:

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

E. Excess/Umbrella Liability Insurance:

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

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

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's 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.

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 10days for non-payment) prior written notice thereof to the City of Mobile.

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.

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs and Project Management DEPT. 2045

DATE OF REQUEST: 05/14/2026

TYPE: Amendment ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: MERJE

DISTRICT#: CW

DEPT. PROJECT#: N/A

REQUEST: Please Add $97,400.00 from Capital Project#/Title:

C0929

to contract# 4794.

Total amount of Amendment: $97,400.00

Current contract amount: $143,660.00

Revised contract amount: $ 241,060.00

Comments: This change is to continue design services for the City's wayfinding program.

These two tasks will create branding and sign program for the Three Mile Creek

Greenway and a City of Mobile Parks Sign Standards Manual.

Jennifer Greene

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Amendment No. 1 to the Contract with Neutron Holdings, Inc. d/b/a Lime to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.)

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution for Extension of LIME Agreement
2. AMENDMENT 1 CONTRACT LIME

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 City of Mobile will extend and regulate a Franchise Agreement with Neutron Holdings, Inc. dba Lime for operation of a shared micromobility device system and deployment of shared micromobility devices on the public highways, streets, and bikeways of the City, pursuant to the terms of the franchise agreement for use of the public rights-of-way and applicable law, including Ala. Code § 11-44C-29, for a period of three (3) years, with the option to renew for two (2) additional one-year terms, to take effect thirty (30) days from the date of resolution adoption in accordance with section 11-44C-29 of the Code of Alabama.

Adopted:

_____

City Clerk

Docusign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

AMENDMENT NO. 1

TO FRANCHISE AGREEMENT FOR USE OF CITY STREETS AND RIGHTS-OF-WAY FOR SHARED MOBILITY SERVICES

This Amendment No. 1 ("Amendment") is entered into as of this ____ day of _____, 2026, by and between the City of Mobile, Alabama ("City") and Neutron Holdings, Inc. d/b/a Lime ("Lime").

RECITALS

WHEREAS, the City and Neutron Holdings, Inc. d/b/a Lime ("Lime") entered into that certain Franchise Agreement for Use of City Streets and Rights-of-Way for Shared Mobility Services dated May 23, 2023 (the "Agreement"), pursuant to approval by the City Council; and

WHEREAS, the Agreement grants Lime the right to operate a shared micromobility device system and to deploy shared micromobility devices on the public highways, streets, and bikeways of the City, which constitutes a franchise for use of the public rights-of-way; and

WHEREAS, the City Council is authorized to grant, extend, and regulate such franchise rights pursuant to applicable law, including Ala. Code § 11-44C-29; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions related to reporting, enforcement, insurance, data access, and operational protections; and

WHEREAS, the City has determined that continuation of the existing franchise is in the best interest of the City based on continuity of service, operational efficiency, and satisfactory performance, and that a new solicitation is not required at this time;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. AMENDMENT TO SECTION 2 (ANNUAL FRANCHISE FEE)

Section 2 of the Agreement is hereby reaffirmed and shall remain in full force and effect, except as expressly modified herein.

The annual franchise fee of Five Thousand Dollars ($5,000.00) shall be due and payable within ten (10) days following execution of this Amendment and thereafter shall continue to be due and payable in accordance with the terms of Section 2 of the Agreement.

All other provisions of Section 2, including the per-trip fee of $0.15, remain unchanged.

2. AMENDMENT TO SECTION 5 (OPERATIONS & MAINTENANCE)

Section 5.20 is deleted in its entirety and replaced with the following:

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5.20 User Education. LIME will implement and utilize education for the users of micromobility devices that will include a "how-to-ride" tutorial and an in-app quiz that users must take before the first time they use a LIME scooter. This tutorial will include local rules for usage of micromobility devices, including safe operation, helmet safety, parking requirements and limitations, and age limitations. LIME will also implement a discretionary "Training Mode" which allows users to reduce their maximum speed to 5 mph while they learn to ride an e-scooter.

In addition, Lime will implement a pop-up screen starting at 10 pm daily that reminds riders not to drive under the influence.

A new Section 5.22 is hereby added to the Agreement as follows:

"**Section 5.22 Enforcement; Removal Authority**

Lime shall comply with all operational requirements of this Agreement, including timely removal or repositioning of devices as directed by the City in its reasonable discretion. For purposes of this Section 5.22, "timely" shall mean within the time period specified by the City, or if no time is specified, within a reasonable time under the circumstances. This Section 5.22 shall supplement and control over any conflicting removal or response time requirements set forth elsewhere in this Agreement.

The City may impose reasonable administrative fines or penalties, including per-device fines, pursuant to a reasonable and uniformly applied schedule adopted by the City for failure to comply with such requirements. Such administrative fines or penalties shall not exceed $25 each.

Except in cases involving an immediate threat to public health, safety, or welfare, or where immediate action is necessary to address non-compliant devices in the public rights-of-way, enforcement actions shall be preceded by notice to Lime and a reasonable opportunity to cure.

In the event Lime fails to timely remove or correct improperly placed or non-compliant devices, the City may remove such devices, and Lime shall reimburse the City for all associated costs, including but not limited to labor, equipment, storage, administrative costs, and disposal costs.

The City's exercise of any rights under this Section shall not limit any other rights or remedies available to the City under this Agreement or at law."

3. AMENDMENT TO SECTION 6 (INDEMNIFICATION)

Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 6. Indemnification.

Lime shall defend, indemnify, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of, related to, or in connection with (i) the use or occupancy of public rights-of-way, (ii) the placement, operation, or maintenance of devices by any Lime officers, employee, agent, contractor, or subcontractor, (iii) any act or omission of Lime, its officers, employees, agents, contractors, or subcontractors, or (iv) Lime's performance or non-performance under

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this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City, and in cases of concurrent negligence, Lime's obligations shall apply to the fullest extent permitted by law.

The City shall promptly notify Lime of all claims and/or lawsuits related to this Agreement or the Permit giving rise to Lime's duty to defend, even if the City is the only party named in such claim or suit. The City waives any right of defense or indemnification if the claim and/or lawsuit is not tendered within 90 days of notice of a claim. The obligations under this Section are independent of, and shall not be limited by, any insurance required under this Agreement and shall survive termination or expiration of the Agreement. Lime acknowledges that any insurance required under this Agreement shall in no way limit its obligations under this Section."

Except as expressly provided in this Agreement, neither party shall be liable for any indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this Agreement, or with respect to its performance hereunder. Notwithstanding anything contained herein to the contrary, and to the maximum extent permitted by applicable law, the maximum aggregate liability of Lime arising out of or in connection with the Agreement, any permit, City Code, or any rules, regulations, or guidelines (whether in contract, breach of warranty, tort (including negligence), product liability, strict liability, breach of statutory duty, indemnity or otherwise) shall not exceed one million U.S. dollars ($1,000,000).

4. AMENDMENT TO SECTION 7 (INSURANCE)

Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 7. Insurance.

Lime shall maintain, at its sole expense, the following insurance coverages:

(a) Commercial General Liability Insurance on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(b) Umbrella/Excess Liability Insurance with limits of not less than $2,000,000;

All policies, including primary, umbrella, and any excess policies, shall:

(i) Name the City as an additional insured for both ongoing and completed operations, including defense, by endorsement using ISO forms CG 20 29 04 13, CG 20 01 04 13, and CG 24 04 05 09 (or equivalent approved by the City);

(ii) Provide that such insurance is primary and non-contributory with respect to any insurance maintained by the City;

(iii) Include a waiver of subrogation in favor of the City by endorsement;

(iv) Include separation of insureds and contractual liability coverage;

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(v) Not be canceled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to the City;

(vi) Not include any endorsement or limitation that would restrict coverage required under this Agreement.

All insurance shall be issued by carriers with an A.M. Best rating of A- VII or better.

Any deductibles or self-insured retentions shall be subject to approval by the City and shall be the sole responsibility of Lime.

Lime shall provide certificates of insurance and all required endorsements to the City prior to execution of this Amendment and upon renewal of each policy. Certificates alone shall not be accepted in lieu of required endorsements.

All prior subsections of Section 7 are superseded by this Section 7 as amended."

5. AMENDMENT TO SECTION 10 (REPORTING)

A new Section 10.1 is hereby added to the Agreement as follows:

"Section 10.1 Audit and Data Verification.

The City shall have the right once per year, upon reasonable notice, to audit Lime's books, records, and data relating to trip counts, revenues, and fees due under Section 2 of this Agreement. Such audit may cover a period of up to two (2) years prior to the date of the audit.

Lime shall cooperate fully with any such audit and shall provide access to personnel and supporting documentation reasonably requested by the City. The City may conduct such audit using its own personnel or an independent third-party auditor.

Lime shall maintain accurate and complete records and shall provide such records, including electronic data, in a format reasonably acceptable to the City and capable of being audited and verified.

In the event any audit reveals an underpayment of fees, Lime shall promptly remit the full amount due. If the underpayment exceeds five percent (5%) of the amount owed for the period audited, Lime shall reimburse the City for the cost of the audit. Payment of any amounts due shall not be conditioned on resolution of any dispute and shall be made without offset.

Lime shall retain all records required under this Section for a period of not less than three (3) years.

Any underpayment identified through audit shall accrue interest at the rate of one percent (1%) per month, calculated from the date such payment was originally due until paid in full."

6. ADDITION OF NEW SECTION 10.2 (DATA ACCESS AND USE)

A new Section 10.2 is hereby added to the Agreement as follows:

Docusign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

"Section 10.2 Data Access and Use.

Lime shall provide the City with continuous and timely access to, and delivery of, operational and usage data generated under this Agreement in an electronic format reasonably acceptable to the City, including through application programming interfaces (APIs) or other data-sharing methods as reasonably requested by the City. The City must first agree to Lime's Data Use Agreement before any data shall be shared. In the event of any conflict, the Franchise Agreement controls.

The City shall have the right to use such data for any lawful governmental purpose, including but not limited to planning, analysis, reporting, and policy development.

All data sharing shall comply with applicable privacy laws, and personally identifiable information shall be handled in accordance with applicable law. The City's obligations under Alabama public records laws shall be preserved. Data retention and use requirements shall remain consistent with applicable law and City policy.

The City does not assume any indemnification obligations in favor of Lime.

7. AMENDMENT TO SECTION 12 (TERM)

Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 12. Term.

The Agreement is hereby extended for a period of three (3) years following the expiration of the initial term as defined in the Agreement.

The City shall have the option, in its sole discretion, to renew the Agreement for two (2) additional one-year terms upon written notice to Lime. Such notice shall be provided not less than sixty (60) days prior to the expiration of the then-current term.

Unless earlier terminated in accordance with this Agreement, the Agreement shall expire at the conclusion of the extension period or any renewal term exercised by the City."

8. AMENDMENT TO SECTION 13 (TERMINATION)

A new Section 13.2 is hereby added to the Agreement as follows:

"Section 13.2 Safety-Related Default.

Notwithstanding any other provision of this Agreement relating to notice or cure, the City may take immediate action, including suspension of operations or removal of devices in accordance with Section 5.22 of this Agreement, if Lime's operations pose or may pose a threat to public health, safety, or welfare, as determined by the City in its reasonable discretion.

The City's exercise of any rights under this Section shall not limit any other rights or remedies available under this Agreement or at law."

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9. RATIFICATION

Except as expressly amended herein, all terms and conditions of the Agreement, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

10. EFFECTIVE DATE

This Amendment is subject to approval by the City Council of the City of Mobile and shall become effective only upon full compliance with applicable law governing franchise agreements, including Ala. Code § 11-44C-29. It shall not take effect until (i) publication in full once a week for three (3) consecutive weeks in a newspaper of general circulation published in the City of Mobile, or if no such newspaper exists, by posting in three (3) public places, and (ii) the expiration of thirty (30) days following final passage of the approving resolution, subject to any referendum rights provided therein.

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Docusign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

Lime Data Use Agreement

This Agreement ("**Terms**") defines the material terms and conditions that govern the relationship between you (the "**Recipient**") and Neutron Holdings, Inc. dba Lime ("**Lime**"), with respect to your access, use, retention, storage, processing, and deletion of data controlled by Lime obtained through the Mobility Data Specification ("**MDS**"). This Agreement is effective as of _____. The Recipient and Lime may be referred to individually as a "**party**" or collectively as the "**parties**". By using MDS to access and/or acquire data from Lime ("**Lime Data**"), the Recipient agrees to these Terms and agrees to contractually require any third-party vendors, agents, or other entities that access MDS or Lime Data to assist the Recipient in achieving its purposes to abide by these Terms. These Terms supplement any and all other agreements, including Memoranda of Understanding, permitting agreement, or other contracts negotiated and entered between the Recipient and Lime. In the event any such agreement conflicts with these Terms, the negotiated agreement and not these Terms will prevail.

Definitions

"Consumer" is an identified or identifiable natural person.

"MDS" is a data standard originally proposed by the Los Angeles Department of Transportation. MDS has subsequently been widely adopted and implemented in North America and Europe

"Data Protection Legislation" means any applicable laws relating to privacy, security, breach notification, consumer protection, marketing, or other processing of Personal Information, whether international, foreign, national, state, and/or local, such as, to the extent applicable, Regulation (EU) 2016/679 (the General Data Protection Regulation) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. In the event of a conflict between Data Protection Legislations, the stricter of the Data Protection Legislations will apply.

"Personal Information" means any information that identifies or is identifiable, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked directly or indirectly with a Consumer or household, where identifiable means can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity.

"Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Permitted Purposes

Lime is pleased to give the Recipient access to MDS for the following purposes:

- As an internal tool to help the Recipient analyze traffic and usage patterns within the Recipient's city;
- As a way to validate and enforce compliance with usage terms as laid out in other contracts and MOUs that Lime or its affiliates (acting on its behalf) has signed with the Recipient; and
- To be used in conjunction with other data for internal planning and other public interest related initiatives within the Recipient's city.

The Recipient agrees to process Lime Data only for the above purposes or as otherwise agreed in writing with Lime, provided such processing complies with Data Protection Legislation (the "**Permitted Purposes**").

MDS requires an authentication token to access, and the Recipient may not share this token with anyone outside of the Recipient's city or municipality and the Recipient shall apply appropriate security measures in relation to this token.

In the case that the Recipient is working with a third party to assist the Recipient in achieving the Permitted Purposes, the Recipient will need to require such third party to (i) agree in writing to comply with these Terms, and (ii) apply to Lime to approve, which approval will not be unreasonably withheld, to generate another authentication token for the third party. In its sole discretion, as part of granting approval, Lime may require that it directly contract with the third party with respect to the Lime Data, or it may require that the Recipient include specific terms and conditions in its own contract with the third party.

Public Reports, Analyses, Studies and Other Publications and Public Statements

Recipient may issue publications or public statements based on analysis of Lime Data solely in connection with the Permitted Purposes, provided that Recipient shall:

- not include any raw Lime Data;
- not include or describe Lime Data from specific, individual, single trips;
- not base any statements or analysis on, or include information regarding, any trip in Lime Data when, during the 24-hour period around the trip, less than five trips begin and end in the respective city blocks in which that trip began and ended; and
- only include aggregated and de-identified information, including taking such steps as may be necessary to ensure that nothing in the publication or public statement can reasonably be used to identify or be linked to an individual person, taking into account that an individual's home or work address may be publicly available, and that an individual's travel routes and destinations may also be publicly available, such as through blogs, publications or social media, and that a third party could review such other sources of information in addition to the publication or public statement by Recipient. Recipient must use a statistician, data scientist, or similarly qualified individual to determine that the standard in this paragraph is met.

Prohibited Usage

The Recipient shall not use the Lime Data for any commercial purposes. The Recipient is further prohibited from sharing access to the Lime Data with anyone outside of the Recipient's organization except as detailed in the "Permitted Purposes" section above. In particular, the Recipient may not share Lime Data with any third-party transit or other aggregators that are not directly run by the Recipient. Lime Data does not contain identifiers such as name, phone, or email address. Any attempt to re-identify any individual from Lime Data or link any Lime Data to an individual is prohibited.

Compliance with Data Protection Law

Each party shall comply with their respective obligations in respect of processing Lime Data under Data Protection Legislation to the extent that it applies. Recipient represents and warrants that it has the legal right and ability to receive Lime Data from Lime.

Security

The Recipient shall implement appropriate technical and organizational measures to protect the Lime Data. In the event that the Recipient suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Lime Data transmitted, stored or otherwise processed, the Recipient shall notify Lime without undue delay and the parties shall cooperate in good faith and agree and action such measures as may be necessary or appropriate to mitigate or remedy the effects of the breach.

Transparency Obligations

Each party shall maintain a publicly-accessible privacy notice that is available via a prominent website link that satisfies transparency requirements of Data Protection Legislation.

Consumer Rights

Consumers have a range of rights under Data Protection Legislation. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with requests from Data Subjects, whose Lime Data is shared, exercising their rights.

Public Law Requests for Information

In the event the Recipient receives a request under a Public Records Act, Freedom of Information Act, or similar transparency law that could result in the production of data provided by Lime via MDS, then (a) Recipient will promptly notify Lime and provide a copy of the request prior to producing the data, (b) Recipient will in good faith assert any and all applicable exemptions to producing such data, (c) as soon as practicable, Recipient will identify to Lime the data that Recipient believes are subject to disclosure (i.e., responsive to the request and not subject to an exemption), and (d) Recipient will provide Lime a reasonable opportunity to, at its own cost, move to quash, challenge or limit the request or to otherwise oppose the production of that data.

Confidentiality

All Lime Data are the proprietary and confidential information of Lime and its affiliates, and disclosure of the Lime Data to the public or a competitor may cause competitive harm to Lime and its affiliates. Disclosing any such Lime Data without the express written consent of Lime or other than in compliance with this Agreement is strictly prohibited.

Limitation of Liability and Indemnification

Recipient will, at its cost and expense, indemnify, defend, and hold harmless Lime and any current or future parent, subsidiaries, affiliates, agents and suppliers, and their respective officers, directors, shareholders and personnel, from and against any and all third party claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses, judgments or expenses (including reasonable attorneys' fees) arising out of or relating to Recipient's breach of these Terms or Recipient's access, receipt, collection, use, analysis, storage, disclosure, sharing, sale, rental, release, dissemination, transfer, disposal, deletion, or any other form of Processing, whether authorized or unauthorized, of the Lime Data by Recipient or third parties who receive it from Recipient. Neither Recipient's breach of these Terms, nor the obligations in this section, are subject to any limitations of liability set forth in any other memorandum of understanding, permitting agreement, or contractual agreement between the parties.

Termination

Lime expressly reserves the right to terminate the Recipient's access to Lime Data via MDS for any reason, subject only to any obligations Lime or its affiliate may have under any Memorandum of Understanding, permitting agreement, or other contractual relationship with the Recipient. Termination does not affect the obligations of the Recipient, after such termination, to properly protect the Lime Data in its possession or control or comply with Data Protection Legislation.

Retention / Deletion

Unless otherwise agreed, the Lime Data may be retained by the Recipient for no longer than one year, then must be securely deleted, including after termination of any Memorandum of Understanding, permitting agreement, or another contract negotiated and entered between the Recipient and Lime, to the extent permitted by applicable

law. This retention and deletion obligation extends to any vendors or similar third parties with whom the Recipient is authorized to share the Lime Data, as described under the "Permitted Purposes" section above.

Governing Law

This Agreement is governed by the laws of Alabama. Any disputes arising out of or in relation to this Agreement shall be heard in the courts of Alabama, unless otherwise agreed by the parties.

SIGNED for and on behalf of Neutron Holdings, Inc. dba Lime	SIGNED for and on behalf of The City of Mobile, Alabama
By: DocuSigned by: Jad Hayek C41D5B19BC4BC480	By: _____
Name: Jad Hayek	Name: _____
Title: General Manager	Title: _____

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DocuSign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

NEUTRON HOLDINGS, INC. d/b/a LIME

By: _____

Authorized Representative: JAD HAYEK

Title: GM

Dated: April 17, 2026

STATE OF Florida
COUNTY OF Miami-Dade

I, Keith R Hoelzel, a Notary Public in and for said State and County, hereby certify that JAD HAYEK, as the Authorized Representative of **NEUTRON HOLDINGS, INC.**, 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 17 day of April, 2026.

NOTARY PUBLIC _____

My Commission Expires: 2/28/2028

KEITH R. HOELZEL
Commission # HH 487717
Expires February 28, 2028

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Dated: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that SPIRO N. CHERIOGOTIS, as Mayor of the City of Mobile, 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2026.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/2026

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
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
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:	The First Liberty Insurance Corporation	33588
INSURER B:	Lloyd's Syndicate No. 1971	AA1120206
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Neutron Holdings, Inc.
85 2nd Street
Suite 750
San Francisco CA 94105 USA

COVERAGES **CERTIFICATE NUMBER:** 570119903872 **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: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	CSDIG2600005 General Liability SIR applies per policy terms & conditions	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$1,000,000 $500,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION	Y	Y	CSDIG2600006 01-XS Liability- $10M xs SIR applies per policy terms & conditions	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
A	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	Y	WC6661067212035 Workers Compensation	12/31/2025	12/31/2026	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

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

RE: Project Name: Shared Micromobility Device System. Project No.:2022-5743.
City of Mobile is included as an additional insured in respect to General Liability and Umbrella Liability. All policies, except workers compensation, are Primary and Non-Contributory with any other insurance in force or purchased by additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how 30 day notice of cancellation, non-renewal, applies (except 10 days for non-payment) and be delivered to certificate holders in accordance with the policy provisions of each policy. General

CERTIFICATE HOLDER

City of Mobile
Po 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 Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570119903872

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AGENCY CUSTOMER ID: 570000078510

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Neutron Holdings, Inc.
POLICY NUMBER	
See Certificate Number: 570119903872	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119903872	

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:

Liability includes coverage for Contractual Liability.

ACORD 101 (2008/01)

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CONTRACT ENDORSEMENT

UNIQUE MARKET REFERENCE:	B1526CSDIG2600005
POLICY NUMBER:	CSDIG2600005
ENDORSEMENT NUMBER:	1
INSURED	Neutron Holdings, Inc
PERIOD:	1st May 2026 to 1st May 2027

CONTRACT CHANGES

This contract is amended as follows

ENDORSEMENT EFFECTIVE DATE: 1st May 2026

It is hereby agreed and understood that the following amendments are made to this policy.

1) It is hereby noted and agreed that the 'Waiver of Transfer of Rights of Recovery Againsnt Others to Us' endorsement is amended as follows;

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
1) As required by written contract. 2) The City of Seattle Seattle Municipal Tower, 700 5th Avenue, Floor 23, Seattle, WA 98124 3) The City of Mobile Mayor Post Office Box 1827 Mobile, Alabama 36633
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the

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Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48 | Aon UK Limited is authorised and regulated by the Financial Conduct Authority

following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

2) It is hereby agreed and understood that the following endorsement is added to this policy;

MOBILE AND THIRD PARTY NOTICE OF CANCELLATION

It is hereby agreed and understood that this policy includes a provision of 30 days' advanced notice to the City of Mobile in the event of cancellation of this policy to the following address;

City of Mobile Attention:
Mayor Post Office Box 1827
Mobile, Alabama 36633

With exception of the parties outlined above, it is also agreed and understood that the Underwriter will provide 30 days' advanced written notice of cancellation for reasons other than non-payment of premium, and 10 days prior written notice of cancellation for non-payment of premium to the person or organisation in the schedule below;

The Insured will provide a schedule of parties requiring advanced written notice of cancellation, by written contract or agreement, on a monthly basis.

All other terms and conditions remain unchanged.

3) It is hereby agreed and understood that the following endorsement is added to this policy;

CITY OF MOBILE ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

Name of Person(s) or Organization(s)
1) The City of Mobile Mayor Post Office Box 1827 Mobile, Alabama 36633
(If no entry appears above, information required to complete this endorsement will be shown

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in the Declarations as applicable to this endorsement.)

It is hereby agreed and understood that this insurance shall be primary and non-contributory relative to the above scheduled additional insured's own insurance and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

4) It is hereby agreed and understood that the following endorsement attached below is added to this policy;

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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
The City of Seattle 600 Fourth Avenue 2nd Fl. Seattle, WA 98104	per the contract or agreement
City of Mobile Attention: Mayor Post Office Box 1827 Mobile, Alabama 36633	per the contract or agreement
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.

© Insurance Services Office, Inc., 2018

SECURITY DETAILS

Endorsement Document Name	City of Mobile, AL - Endt 1 - CSDIG2600005.pdf
Endorsement Upload Date / Time	15:48 06 May 2026
Endorsement Status	Complete
Contract Reference	CSDIG2600005
Broker Endorsement Reference	01
Endorsement Name	City of Mobile
Insured	Neutron Holdings, Inc
Agreement Practice	Parties as per contract
Agreement Instructions	All Agreement Parties

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader Agreed 21:11 06 May 2026

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Apollo Syndicate Management Ltd	Alec Giacco	Lloyd's Underwriter Syndicate No. 1971 IBT, London, England.	26EA70149601

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

All work associated with

City of Mobile
P.O. Box 1827 Mobile
Alabama 36633-182

Premium is included in the applicable state blanket waiver's premium charge.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-661-067212-035 Effective Date 05/05/2026 Premium $

Issued to Neutron Holdings, Inc. Endorsement No.

© 1983 National Council on Compensation Insurance.

CAPITAL CONTRACT SUMMARY SHEET

CONT# 5791

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract for river fender system replacement.

Amount of Contract:
$1,107,734.00

Funding Source
C1046

ATTACHMENTS:
1. 2026-3005-06 Mobile River Fender System Replacement (Rob'T J Baggett Inc) contract

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile River Fender System Replacement (D2)
COM Project: 2026-3005-06
PROJECT #: C1046 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Fender System Replacement

_____

CONTRACT AMOUNT: $1,107,734.00

VENDOR NAME: Rob't J Baggett Inc.

VENDOR NUMBER: 20370

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price) *	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N___; 5% of the 1st 50% _____ 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: Jessica White **Date** 5/21/2026

Revised 3/8/2022 Tiffany Hollins

2026

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Council person Samantha Ingram

WHEREAS, bids for fender system replacement for district 2 were received and opened on May 14, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Rob't J Baggett, Inc., contract in the amount of $1,107,734.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Rob't J Baggett, Inc.

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

Name of Company: Rob't J Baggett, Inc.

Project Name: Mobile River Fender System Replacement

Project Number: 2026-3005-06

Amount: $1,107,734.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

Mobile River Fender System Replacement

District 2

Project No. 2026-3005-06

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**Rob't J. Baggett, Inc.** **759 Holcombe Ave** **Mobile, AL 36606** **City Business License No.: 36051**
For the following Project:	**Mobile River Fender System Replacement** **201 S Water St, Mobile, AL 36602** **Project Number: 2026-3005-06**
The Engineer:	**Thompson Engineering, Inc.** **2970 Cottage Hill Road** **Mobile, Alabama 36606**

MASTER A101 AGREEMENT
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 **Rob't J. Baggett, Inc**., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A (Scope of Services), B (Project Schedule), C (Fee Schedule/Bid Form), D (Contractor's Insurance Certifications), E (Contractor' License, Subcontracting Plan, E-Verify Affidavit, E-Verify Registration Printout, and Secretary of State Registration), F (Project Advertisement - Invitation to Bid), G (Tax Exemption), H (Bonds – Bid Bond, Labor and Material Payment Bond, and Performance Bond), I (Waiver of DBE Goal), J (General Conditions), and K (Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Claims & Deeds) 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 received bids for construction on May 14, 2026; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Mobile River Fender System Replacement (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million One Hundred Seven Thousand and Seven Hundred Thirty-Four Dollars and 00/100 ($1,107,734.00),** subject to additions and deductions as provided in the Contract Documents.

Base Bid:	**$862,434.00**
Contingency Allowance:	**$50,000.00**
Total Bid:	**$912,434.00**
Add Alternate: Underwater Concrete Repair	**$195,300.00**
Total Contract Sum:	**$1,107,734.00**

B. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to acquisition of materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

C. 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 **$1,107,734.00** for the entire Project in accordance with Exhibit C Fee Schedule/Bid Form attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City Engineer.

D. 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.

E. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Engineer not later than the first (1st) day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth (10th) day of the following month.
3. If an Application for Payment in acceptable format is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Engineer receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
   i. The aggregate of any amounts previously paid by the City;
   ii. The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment;
   iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   iv. For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
   v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
   a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
      i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
      ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

      The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment
1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of

which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

b. A Certificate of Substantial Completion has been issued by the Engineer/City and the project accepted.

2. The City's final payment to the Contractor of retainage shall be made as follows:
The final two- and one-half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit for Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for _____ [contract number, contract name, contract address]. All persons having any claims for labor, material or otherwise in connection with this project

should immediately notify the City Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Engineering Department [John Forrester, P.E. (City Engineer)] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

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

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property Damage	$1,000,000 each occurrence; or
3. Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all City's of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit
H. Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris

removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing

continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Engineer and the Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor shall be licensed with the Alabama Licensing Board for General Contractors and possess a Heavy and Railroad Construction Classification. The Contractor shall also have a minimum of 10 years of heavy marine construction experience.

B. 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.

C. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

D. 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.

E. 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.

F. 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.

G. 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.

H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion no later than **October 15th, 2026** and all work shall be

completed to Final Acceptance within seven (7) calendar days from Substantial Completion, or seven (7) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

G000	Cover Sheet	April 2026
S001	General Notes	April 2026
S002	Existing Site Plan	April 2026
S003	New Fender Location Plan	April 2026
S101	Existing Fender Plan Demolition	April 2026
S102	Existing Fender Plan Demolition	April 2026
S103	Existing Fender Plan Demolition	April 2026
S104	Existing Fender Plan Demolition	April 2026
S105	Existing Fender Plan Demolition	April 2026
S106	Existing Fender Plan Demolition	April 2026
S107	Existing Fender Plan Demolition	April 2026
S108	Existing Fender Plan Demolition	April 2026
S200	Topside Repair Plan	April 2026
S201	Defects Elevations	April 2026
S202	Defects Elevations	April 2026
S203	Defects Elevations	April 2026
S204	Defects Elevations	April 2026
S205	Defects Elevations	April 2026
S206	Defects Elevations	April 2026
S207	Defects Elevations	April 2026
S208	Defects Elevations	April 2026
S209	Defects Elevations	April 2026
S210	Marine Concrete Repair Details	April 2026
S301	Sections & Details	April 2026
Marinus Engineering - MOBILE RIVER FENDER SYSTEM REPLACEMENTS		
768-G-1	Title Sheet	April 2026
768-G-2	General Notes	April 2026
768-G-3	Fender System GA (Type #1)	April 2026
768-G-4	Fender System GA (Type #3)	April 2026
768-G-5	Anchor Layout Details	April 2026
768-S1-1	System B.O.M	April 2026
768-S1-2	Fender & Hardware Detail	April 2026
768-S1-3	Chain Bracket & Anchor Details	April 2026
768-S1-4	Chain Assemblies	April 2026

768-S1-5	Chain Tensioners	April 2026
768-S1-6	UHMW-PE Assembly & Details	April 2026
768-S1-7	UHMW-PE Assembly & Details	April 2026
768-S1-8	Panel Assembly & Cutlist	April 2026
768-S1-9	Panel Assembly	April 2026
768-S1-10	Panel Internal Layout & Details	April 2026
768-S1-11	UHMW-PE Stud Layout & Details	April 2026
768-S1-12	Anode Layout & Details	April 2026

D. Addenda, if any:

Number Date
Addendum 1, Date: 05.12.2026; Addendum 2, Date: 05.13.2026

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

E. Other Exhibits:
Not Applicable

F. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a. Section 00100	Invitation to Bid
b. Section 00200	Instructions to Bidders-AIA Document A701-2018
c. Section 00300	Supplementary Instructions to Bidders
d. Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e. Section 00500	Standard Form of Agreement Between City and Contractor AIA Document A101
f. Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax

g. Section 00700 — Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $2,000 per day. To accommodate Cruise Ship operations, Contractor shall be responsible for securing temporary fenders to include (8) 8' diameter pneumatic fenders. The liquidated damages will be used to cover the rental cost should temporary fenders be required. The installation and removal of the pneumatic fenders shall be the responsibility of the Contractor. Contractor shall also coordinate the rental and transportation to and from the site. The use of the pneumatic fenders shall be continuous until all of the fixed fenders have been installed. At the point in time that pneumatic fenders become required, Cruise Ship operations will have commenced, and construction shall be coordinated with Cruise Terminal schedules and operations.

XII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile,

Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is John Forester, P.E. (City Engineer).

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o City Engineer, Engineering Dept.As:
City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Rob't J. Baggett, Inc.
c/o **Charles D. Dicks, Jr., President**
Contractor's Authorized Agent
759 Holcombe Ave
Mobile, AL 36606

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous

materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a

'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements,

understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[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

By: **Rob't J. Baggett, Inc.**

Charles D. Dicks, Jr., President
Date: _____

State of **Alabama** }
County of **Mobile_** }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **Charles D. Dicks, Jr**. whose name as **President** of the **Rob't J. Baggett, Inc.,** a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 19th day of May, 2024

Kristina M. Nunnally
Notary Public
Print _____
My commission expires: _____

KRISTINA M. NUNNALLY
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 09/30/2028

(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE (BID FORM)

EXHIBIT D: CONTRACTOR'S INSURANCE CERTIFICATIONS

EXHIBIT E: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, SECRETARY OF STATE REGISTRATION

EXHIBIT F: PROJECT ADVERTISEMENT (INVITATION TO BID)

EXHIBIT G: TAX EXEMPTION

EXHIBIT H: BONDS (BID BOND, LABOR AND MATERIALS BOND, PERFORMANCE BOND)

EXHIBIT I: WAIVER OF DBE

EXHIBIT J: GENERAL CONDITIONS

EXHIBIT K: CONSENT OF SURETY COMPANY TO FINAL PAYMENT AND CONTRACTOR'S AFFIDAVITY OF PAYMENT OF CLAIMS & DEEDS

EXHIBIT A - SCOPE OF SERVICES

The scope of work includes all labor, materials and equipment to remove 24 existing fixed leg fenders and dispose of 24 existing MV800 x 1000 marine leg fenders with steel facing panels. This includes removal of existing anchors and patching of the concrete bulkhead with grout at former anchor locations. Also, the scope includes removal of horizontal and vertical timber fenders located between each of the existing leg fenders and patching of existing anchorages. The existing timber fenders consist of 12" x 12" treated timbers.

The scope of work includes all labor, materials and equipment necessary to install 22 new MCO-1000H(M1.2) rubber cone marine fenders. Each fender consists of a single cone-type elastomeric fender, a steel frontal frame with UHMW-PE low friction face pads, chain systems, anchorage and all miscellaneous items and accessories for a complete and operable installation. The City of Mobile will procure the fenders, anchors and chains and have them shipped to Mobile under a separate Contract. As part of this Contract, the Contractor is responsible for transporting the fenders to the project site upon arrival to Mobile.

The supplier of the fenders will furnish a template in advance of the fenders arrival to allow for installation of the anchors prior to arrival of the fenders.

Miscellaneous work that is part of the scope includes repairs to concrete and brick pavers as shown on the drawings.

Access to the site in front of the Maritime Museum is limited with only a 5" slab-on-grade. Contractor may traverse the slab at their own risk. If the slab is damaged, Contractor is responsible for repair and/or replacement of the slab.

Other City of Mobile construction activities will occur simultaneously at the Mobile Cruise Terminal, including installation of a pedestrian ramp and repairs to the fixed gangway. The Contractor shall coordinate scheduling, access, and operations with these activities to ensure efficient progress of all work to minimize conflicts and disruptions.

EXHIBIT B - PROJECT SCHEDULE

The construction substantial completion date is **October 15th, 2026,** with liquidated damages beginning on **October 16, 2026,** if all new cone fenders are not installed. Time is of the essence and requires that all fender installation is complete prior to arrival of the Carnival Spirit cruise ship at the Mobile Cruise Terminal. If they are not installed by **October 15, 2026,** the City of Mobile will provide pneumatic fenders to be installed by the contractor prior to the arrival of the cruise ship scheduled for **October 24, 2026**.

Key Milestone Dates:
June 08, 2026: Construction NTP
June 15, 2026: Preliminary Anchor Bolt Delivery
August 21, 2026: New Fender System Arrival in Mobile, AL
October 15, 2026: Construction Substantial Completion
October 22, 2026: Final Acceptance
October 24, 2026: Carnival Spirit Cruise Ship Arrival in Mobile, AL

EXHIBIT C - FEE SCHEDULE (BID FORM)

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	Paver Removal/Replacement/ Reset	Sq.Ft.	440	75.00	Seventy Five DOLLARS NO CENTS	33,000.00
2	Concrete Crack Repair	LF	15	85.00	Eighty Five Dollars NO Cents	1,275.00
3	Spall Repair	Sq.Ft	75	500.00	Five Hundred Dollars NO Cents	37,500.00
4	Soil Replacement from Paver Settlement	CY	4.5	112.00	One Hundred Twelve Dollars NO Cents	504.00
5	Selected Material, 57 Stone for Miscellaneous Use	Tons	10	140.00	One Hundred Forty Dollars NO Cents	1,400.00
6	Filter Fabric	Sq.Ft.	250	8.50	Eight Dollars 50 Cents	2,125.00
7	Fender Anchor Bolt Installation	Per anchor bolt	132	205.00	Two Hundred Five Dollars NO Cents	27,060.00
8	Tension Chain Bracket Anchor Bolt Installation	Per anchor bolt	176	205.00	Two Hundred Five Dollars NO Cents	36,080.00
9	Shear Chain Bracket Anchor Bolt Installation	Per anchor bolt	12	205.00	Two Hundred Five Dollars NO Cents	2,460.00
10	Joint Sealant Repairs	LF	3100	9.00	Nine Dollars NO Cents	27,900.00
11	Removal of Existing Ship Fenders	Per ship fender	24	11,700.00	Eleven Thousand Seven Hundred Dollars NO Cents	280,800.00
12	Removal of Existing Timber Fenders	LS	1	77,000.00	Seventy Seven Thousand Dollars and NO Cents	77,000.00
13	Installation of New Ship Fenders	Per ship fender	22	12,775.00	Twelve Thousand Seven Hundred Seventy Five Dollars NO Cents	281,050.00
14	Concrete Infill Sections	CY	6	550.00	Five Hundred Fifty Dollars NO Cents	3,300.00
15	Reinforcing Steel (for concrete infill sections)	LBS	400	1.20	One Dollar Twenty Cents	480.00
16	Temporary Fencing	LS	1	5,500.00	Five Thousand Five Hundred Dollars and NO Cents	5,500.00

17	Mobilization	LS	1	35,000.00	Thirty Five Thousand Dollars NO Cents	35,000.00
18	Demobilization	LS	1	10,000.00	Ten Thousand Dollars NO Cents	10,000.00
	BASE BID					862,434.00
19	Contingency Allowance	LS	1	$50,000.00		
	TOTAL BASE BID WITH CONTINGENCY					912,434.00
20	Add Alternate: Underwater Concrete Repairs	CY	10	19,530.00	Nineteen Thousand Five Hundred Thirty Dollars and NO Cents	195,300.00
	TOTAL CONTRACT SUM					1,107,734.00

EXHIBIT "D"

CONTRACTOR'S INSURANCE CERTIFICATES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2026

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: Martha Lee Hawkins
McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: martha-lee.hawkins@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Employers Insurance Company of Wausau	21458
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rob't J. Baggett, Inc.
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** WCTLV44S **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 INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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 Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			TB5-Z51-291805-045	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS7-Z51-291805-015	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			TH7-Z51-291805-055	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC-Z51-291805-025 Includes USL&H for AL, LA, MS	06/30/2025	06/30/2026	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

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

RE: Project No.: 2026-3005-06; Mobile River Fender System Replacement - COM

City of Mobile, Thompson Engineering Inc. and the Engineer's Consultants are Additional Insured as respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation applies in favor of City of Mobile, Thompson Engineering Inc. and the Engineer's Consultants as respects Workers Compensation, General Liability, Automobile Liability and Umbrella Liability as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 Days non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
PO 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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ATTACHMENT "E"

CONTRACTOR'S LICENSE
SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
AND SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: **UNLIMITED**

LICENSE NO.: **9777**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROB'T J BAGGETT INC

MOBILE, AL 36606

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, M-S: INDUSTRIAL PIPE WORK AND INSULATION, MU: MUNICIPAL AND UTILITY

until **November 30, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

7th day of **November, 2025**

224279

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

SUBCONTRACTORS

IDS – INTERNATIONAL DRILLING AND SAWING INC– CORE DRILLING FOR ANCHOR BOLTS

COMMERCIAL DIVING SERVICES – UNDERWATER CONCRETE REPAIRS

Alabama Secretary of State

Rob't J. Baggett, Incorporated

Entity ID Number	000-042-744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
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	---
Capital Authorized	$25,000
Capital Paid In	$5,000

Incorporators

Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Annual Reports

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

Rob't J. Baggett, Incorporated

	2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

Browse Results New Search

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CHARLES D. DICKS, JR (affiant) who, being duly sworn says as follows:

President/CEO of _____.

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 PRESIDENT for ROB'T J. BAGGETT, 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 ROB'T J. BAGGETT, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 133278.

CHARLES D. DICKS, JR.
CEO of ROB'T J. BAGGETT, INC.

Sworn to and subscribed before me this the 19th day of May, 2026

I certify that the affiant is known to me to be the identical party he or she claims to be.

Kristina M. Nunnally
Signature and Seal of Notary Public

KRISTINA M. NUNNALLY
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 09/30/2028

REV. 11 03 2025

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7806
www.rjbaggett.com

Employment Eligibility Verification Policy & Procedure

Rob't J. Baggett, Inc. completes and retains a Form I-9 and E-verify (Effective July of 2008) for each individual we hire. The employee is required to present the required documents as per the I-9 form (a document from list A or one from List B and one from List C). These documents are examined for validity then this information is recorded on the I-9 form followed by completion of the E-verify process. We receive an instant confirmation as to whether the employee is eligible to work in the US.

See attached E-Verify Program for Employment Verification Memorandum of Understanding

Company ID Number: 133278

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name:	Robt. J. Baggett Inc.
Company Facility Address:	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	63071162
North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
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)

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Robt. J. Baggett Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 133278

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 133278

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 133278

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 133278

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Robt. J. Baggett Inc.

Charles D Dicks	
Name (Please type or print)	Title
Electronically Signed	**07/01/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 133278

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**07/01/2008**
Signature	Date

EXHIBIT "F"

PROJECT ADVERTISEMENT
(INVITATION TO BID)

ITEM I

INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 10:00 A.M. local time, May 14, 2026, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	**2026-3005-06**
Project:	**Mobile River Fender System Replacement**
Project Description:	**Vessel Fender System Replacement**

Plans and contract documents may be inspected and obtained from **Thompson Engineering, Inc., 2970 Cottage Hill Road, Ste. 190, Mobile, AL 36606** upon payment of one hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on May 12, 2026.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on May 07, 2026 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract 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 right is reserved 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.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to project construction contract.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Heavy and Railroad Construction Classification, which includes marine construction, pursuant to Section 230-X-1-.27 of the Alabama Licensing Board for General Contractors Administrative Code. Each contactor must also have a minimum of 10 years performing heavy marine construction.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Mobile River Fender System Replacement**, City of Mobile Project No. **2026-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES APRIL 22, APRIL 29, AND MAY 06, 2026.

EXHIBIT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for -Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 5/19/26

Name of Project: **Mobile River Fender System Replacement**
Project Number: **2026-3005-06**

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 5,200.00
ADDITIVE ALTERNATE #1:	$ 3,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder ROB'T J. BAGGETT, INC.

Mailing Address 759 HOLCOMBE AVE., MOBILE, AL 36606

***By (Legal Signature)** [signature]

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290

REV.11/03/2025

EXHIBIT "H"

BID BOND
LABOR AND MATERIALS BOND
PERFORMANCE BOND

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Rob't. J. Baggett, Inc.
759 Holcombe Avenue
Mobile, AL 36606

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
A MA Corporation

OWNER:
(Name, legal status and address)

City of Mobile
205 Government Street
P.O. Box 1827
Mobile, AL 36633

BOND AMOUNT: $ Five Percent of Amount Bid Not to Exceed Ten Thousand and 00/100 Dollars (5% NTE $10,000.00)

PROJECT:
(Name, location or address, and Project number, if any)

Mobile River Fender System Replacement
201 S Water Street, Mobile, AL 36602
Project Number: 2026-3005-06

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

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User Notes:
(3B9ADA33)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of May , 2026

Kristina Nunnally
(Witness) KRISTINA NUNNALLY

Rob't. J. Baggett, Inc.
(Contractor as Principal) (Seal)

(Title) CHARLES D. DICKS, JR., PRESIDENT

Liberty Mutual Insurance Company
(Surety) (Seal)

Mark W. Edwards II
(Title) Mark W. Edwards, II, Attorney-in-Fact

(Witness) Emily Langley

Init.
/

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User Notes: (3B9ADA33)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark W. Edwards, II, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:35:27 CT on 05/08/2026 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Mark W. Edwards, II

(Signed)

Mark W. Edwards, II, Attorney-in-Fact

(Title)

May 8, 2026

(Dated)

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User Notes: (3B9ADA33)

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Rob't. J. Baggett, Inc. as Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million One Hundred Seven Thousand Seven Hundred Thirty Four and 00/100 Dollars ($ 1,107,734.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **Mobile River Fender System Replacement, City of Mobile Project No.** ***2026-3005-06*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Rob't. J. Baggett, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Kristina M. Nunnally
(Signature)

CHARLES D. DICKS, JR.
(Print)

KRISTINA M. NUNNALLY (Print)

ITS: _____

ITS: PRESIDENT
(Title)

Liberty Mutual Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

ATTEST: Alisa B Ferris
(Signature)

Mark W. Edwards, II
(Print)

Alisa B. Ferris (Print)

ITS: Senior Vice President - Surety

ITS: Attorney-in-Fact
(Title)

Corporate Seal

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PERFORMANCE BOND

KNOW ALL MEN: That we Rob't. J. Baggett, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million One Hundred Seven Thousand Seven Hundred Thirty Four and 00/100 dollars ($ 1,107,734.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20___, entered into a Contract with the Owner for **Mobile River Fender System Replacement, City of Mobile Project No.** ***2026-3005-06.*** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Rob't. J. Baggett, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Kristina M. Nunnally
(Signature)

CHARLES D. DICKS, JR.
(Print)

KRISTINA M. NUNNALLY (Print)

ITS: PRESIDENT
(Title)

ITS: _____
(Title)

Liberty Mutual Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

ATTEST: Alisa B Ferris
(Signature)

Mark W. Edwards, II
(Print)

Alisa B. Ferris (Print)

ITS: Attorney-in-Fact
(Title)

ITS: Senior Vice President - Surety
(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

EXHIBIT "I"

WAIVER OF DBE GOAL

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# Project No.2026-3005-06 Current Date 5 / 4 / 26

Project Description Mobile River Fender System Replacement - COM Project No 2026-3005-06

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.

Due to the specific and specialized nature of the scope of work, as well as the urgent timeline working around the cruise line, a waiver of DBE . The requirements for contractors needed to complete this project must meet certain qualifications.

These contractors do not qualify as DBE.

Requested By (Department Director)

John Forrester — City Engineer — 05/05/2026
(Signature) (Title) (Date)

(251) 208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)

Kendrick Small Business Div. Mgr. — 5/5/2026
(Signature) (Title) (Date)

Approved By (CAO)

EXHIBIT "J"
GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
(c) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

5. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

6. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

7. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

8. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the approved amount of each item to complete the project.

9. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

   If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

10. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

11. All equipment shall be in good mechanical working order. If not, the Project Inspector can require

removal from the project.

12. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation.

13. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

14. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

15. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

16. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

17. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

18. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

19. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

20. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month.

EXHIBIT "K"
CONSENT OF SURETY COMPANY TO FINAL PAYMENT AND CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEEDS

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-3005-06
MOBILE RIVER FENDER SYSTEM REPLACEMENT

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

REV.11/03/2025

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2026-3005-06
MOBILE RIVER FENDER SYSTEM REPLACEMENT

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCEPTION(S): (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

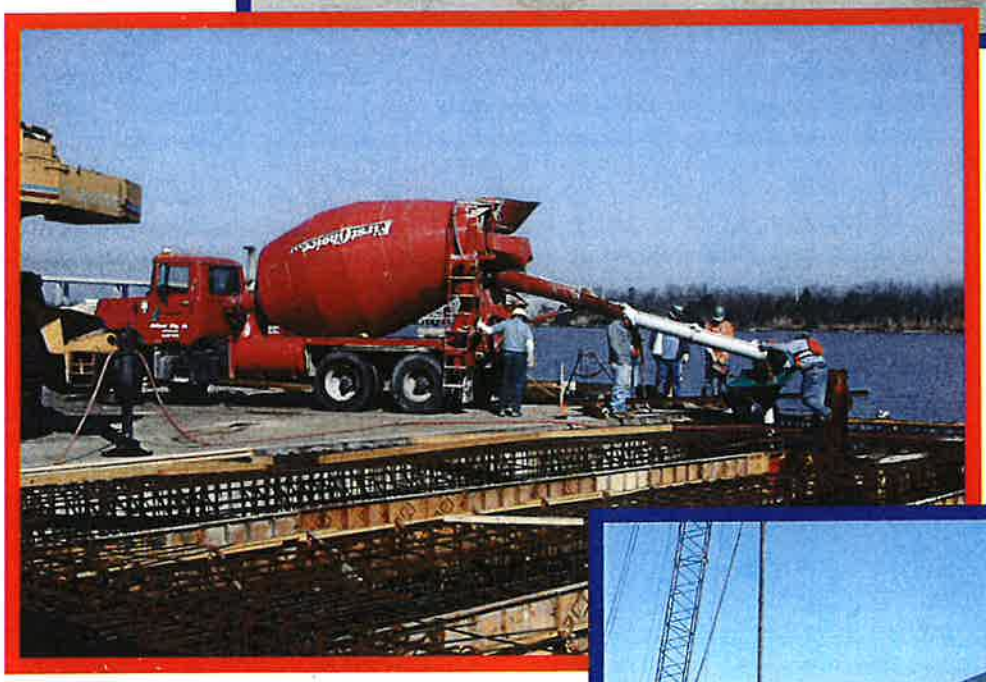
My Commission Expires:_____

REV.11/03/2025

Heavy Marine Jobs Completed in Recent Years

Contract Amount	Customer	Project Description	Year Completed
$5,336,493.00	GA WEST	WHARF & COMBI WALL	2026
$824,600.00	GA WEST	BLAKELY BOAT WORKS	2024
$7,257,525.00	CHART	CONSTRUCT WHARF & RAMP	2024
$797,258.00	MILLARD	MILLARD DOCK EXPANSION JOINTS & BULKHEAD REPAIRS	2023
$15,524,672.00	HII INGALLS	INSTALL DRYDOCK MOORINGS PHASE 2	2023
$431,495.00	ALABAMA BULK TERMINAL	DOCK REPAIR	2021
$42,000,000.00	ALABAMA STATE PORT AUTHORITY	AUTOMOTIVE RO/RO SITE/CIVIL IMPROVEMENTS AND WHARF REHABILITATION	2021
$1,111,942.00	ALABAMA STATE PORT AUTHORITY	RORO BREASTING DOLPHIN	2021
$15,000,000.00	ALABAMA STATE PORT AUTHORITY	APM TERMINAL DOCK EXPANSION	2020
$15,338,215.00	ALABAMA STATE PORT AUTHORITY	APMT DOCK EXTENSION AND PHASE 3 YARD EXPANSION	2020
$1,600,000.00	HII INGALLS	EAST BANK PIER A MODIFICATIONS	2020
$9,869,436.00	HII INGALLS	INSTALL DRYDOCK MOORINGS 2A / 2B (PHASE 2)	2020
$8,276,874.00	HII INGALLS	INSTALL DRYDOCK MOORINGS 1A / 1B (PHASE 1)	2018
$494,879.00	ALABAMA STATE PORT AUTHORITY	Pier "C" North Rehabilitation Berth 3 Fender Alignment	2014
$761,000.00	ALABAMA STATE PORT AUTHORITY	Head of Slip B Bulkhead Replacement Phase 2	2013
$1,850,000.00	Cowles, Murphy, Glover	Blue Creek Coal Terminal - Bulkhead Repairs	2013
$12,433,317.00	Thompson Engineering (Austal)	Austal - Bay No. 5 Assembly	2012
$6,850,000.00	ThyssenKrupp	River Terminal Berths 4 and 5	2012
$949,651.00	Millard Refrigerated	Breasting and Mooring Dolphins	2011
$63,390,771.00	Northrop Grumman	West Bay 6 & 7	2011







Waterfront Work

ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

ASPA – APM TERMINAL EXPANSION – PHASE 4
WHARF & COMBI WALL

G.A. WEST

COMPLETED 2026

$5,336,493.00

SCHEDULE:
ON TIME

OWNER CONTACT:
KRISTIAN ROE
251-410-6270

ENGINEER:
APTIM
STAN GOTTLIEB
251-344-1913

Installation of batter piles and a sheet pile bulkhead across a marine slip including:

- 900 lf of a king pile concrete cap
- 1,500 cy dock expansion







ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

MARINE STRUCTURES – CLEAN ENERGY

GULF LNG ENERGY

COMPLETED 2010

•

$29,717,200.00

SCHEDULE:
ON TIME

DELIVERY METHOD:
DESIGN BUILD

The purpose of the LNG Clean Energy Project was to provide a new, long-term and timely source of natural gas to markets in the United States. To accomplish this they needed to construct and operate a new LNG import terminal in the Port of Pascagoula in Jackson County, Mississippi that would include marine facilities for LNG ship unloading, LNG storage, and vaporization. Gulf LNG would also need to construct a new natural gas send out pipeline to deliver natural gas to three points of interconnection along the pipeline route.

- 46,000 lf 54" concrete Pile Installation and 7,000 CY Concrete Installation – All over Water at 30' Elevation
- 52'x145' Long Cylinder Piles
- 26,000 CY Cast in place Concrete
- Loading Structure – Adjustable
- Can Handle 245,000 Metric Ton Capacity Ship









Northrop Grumman Shipbuilding
Bays 6 & 7





MISSISSIPPI'S TOP PROJECTS

4 West Bay 6 & 7, Pascagoula, Miss.

COST: $63 MILLION



Phase I of this project involves a 155,000-sq-ft dock expansion at the west end of the shipyard at Northrop Grumman Ship Systems' Ingalls Operations. Ingalls is located on the Pascagoula River at the Mississippi Sound, adjacent to Naval Station Pascagoula, a U.S. Navy surface combatant ship base. The shipyard has access to the Gulf of Mexico via a 350-ft-wide by 40-ft-deep, 12-mi channel, as well as rail access.

The job will use 22,000 cu yds of concrete supported by 1,500 18-in prestressed concrete piles. Since 25 percent of the job is over water, they will use support forms to pour the concrete then drive the piles, says project manager Beau Baggett.

Phase II will be the construction and installation of two Hydralift amclyde gantry cranes, one 100-ton and one 300-ton crane, that will be used to assemble the ships on the dock. The assembly of the cranes is expected to take eight months. A transition rail system will also be installed to bring the cranes to the site. The rail system will also be used to transport the ships, once assembled, to the ship yard.

Key Players:

Start/Complete dates: August 2007/August 2009

Owner: Mississippi Development Authority, Jackson, Miss.

Contractor: R. J. Baggett Inc., Mobile, Ala.

Engineer: Parsons, Mobile, Ala.





ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

NORTHERN EXPANSION PROJECT – BAY 3 & 4

AUSTAL SHIP SYSTEMS

COMPLETED 2007

•

$17,286,796.00



Contracts were executed with Thompson Engineering in late December 2004 with construction beginning immediately to build a 106,660 SF aluminum fabrication and launch facility. The facility includes a ridge frame metal building consisting of two main fabrication bays with a mezzanine between the bays and a 504 LF sheet pile/relieving platform bulkhead system

SCHEDULE:
ON TIME

DELIVERY METHOD:
DESIGN BUILD

Rob't J. Baggett, Inc. worked closely with Thompson Engineering during the design providing construction and budget analysis.

- 106,660 SF Aluminum Fabrication & Launch Facility
- Rigid Metal Frame Building
- Two Fabrication Bays with Mezzanine Between Bays
- 504LF Sheet Pile/Relieving Platform Bulkhead System







CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve proposed Bid award to Black Rain Ordnance, Inc. and Nine Lives Auction, LLC for the sale of MPD used guns.

Amount of Contract:
$44,910.00 and $49,215.00

Funding Source
NA, revenue to City General fund.

ATTACHMENTS:
1. 20260521 Guns Agenda Package Bids

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 May 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 Sale of Used Guns

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to Black Rain Ordnance, Inc. and Nine Lives Auction, LLC for the sale of MPD used guns.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44,910.00 and $49,215.00

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 6034

How many bidders received bid packages (if applicable): 26 +Internet

How many bidders submitted bids (if applicable): 10

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 the below proposed Bid Awards, to the designated vendors for the specified items at the prices indicated, and, further, that the Purchasing Agent is authorized to execute sales of these items without further approval or other action by the City Council.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
6034	Used Guns, Lot 1	216	$44,910.00	NA	Black Rain Ordnance Inc.
	Used Guns, Lot 2	304	$49,215.00	NA	Nine Lives Auction LLC

Adopted:

_____

City Clerk

BID TABULATION FOR BID #6034
FOR
USED GUN AUCTION

	GROUP 1	GROUP 2	FFL
NINE LIVES AUCTION	$44,620.00	$49,215.00	✓
MOBILE SHOOTING CENTER	$20,200.00	$22,100.00	NONE
EDDIES WHOLESALE JEWELRY & PAWN SHOP	$27,500.00	$20,000.00	✓
GT DISTRIBUTORS	$37,665.00	$34,910.00	✓
ACME SPORTS	$39,085.00	$42,370.00	✓
ED'S PUBLIC SAFETY	$9,720.00	$13,725.00	✓
BLACK RAIN ORDNANCE	$44,910.00	$44,035.00	✓
JUST GUNS & AMMO	$35,875.00	$39,450.00	✓
KINGS FIREARMS	$39,646.80	$40,372.85	✓
GULF STATE DISTRIBUTIONS	$41,456.00	$40,595.00	✓

ADDENDUM 2

March 20, 2026

RE: CITY OF MOBILE BID #6034 FOR USED GUN AUCTION

Remove the following item from Bid #6034 For Used Gun Auction:

Lot 1

Remove Line #38 Glock 19 S/N: WSY263

Lot 2

Remove Line #404 Ruger LCP S/N: 371526073

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

ADDENDUM

March 16, 2026

RE: CITY OF MOBILE BID #6034 FOR USED GUN AUCTION

Please consider the following to be Addendum to City of Mobile Bid #6034 for Used Gun Auction.

Please replace the original gun list sent with the bid, with the attached replacement lists.

Upon review, we found a number of guns that we could not release as they were not resalable, or not legal to release, and which managed to get past the original review for release.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

#	MAKE	MODEL	CALIBER	SERIAL NUMBER
1	Smith and Wesson	10-7 Revolver	.38 Special	AVZ5998
2	Smith and Wesson	586 Revolver	.357 Magnum	AEN2468
3	Glock	43	9mm	ACBT651
4	Smith and Wesson	40VE	.40 Caliber	RBE1079
5	Taurus	PT 111 G2	9mm	TK041539
6	Taurus	G2C	9mm	TL079790
7	Taurus	709 Slim	9mm	TJX23918
8	Armorlite	M-15	5.56 x 45 NATO	US358964
9	Taurus	G3	9mm	ABN346433
10	Kahr	CW380	.380 Caliber	RJ6626
11	Smith and Wesson	5906	9mm	TCR9656
12	Glock	40 Gen 4	10mm	BFUL779
13	Taurus	85 Revolver	.38 Special	JT97102
14	Smith and Wesson	40VE	.40 Caliber	DUF0179
15	IMI	Desert Eagle	9mm	135506
16	Ruger	Ruger-57	5.7 x 28mm	641-42728
17	SCCY	CPX-1	9mm	C112000
18	Smith and Wesson	M&P 40	.40 Caliber	DSH6128
19	Benelli	Super Black Eagle 3	20 GA	XO70712M
20	Browning	X Bolt	.243 WIN	11665ZX354
21	Benelli	Nova	12 GA	Z740634R14
22	Remington	770	30-06	M71716332
23	SCCY	CPX-1	9mm	C209101
24	Diamondback	DB380	.380 Caliber	ZD1801
25	Beretta	Nano	9mm	NU151472
26	Century Arms	Tantal Sporter	5.45 x 39mm	1993 LZ5516
27	Canik	TP9 SFX	9mm	T647220BC69587
28	FNH	FNX-9	9mm	FX1UO19997
29	Glock	19	9mm	BVGT890
30	Beretta	PX4 Storm	9mm	PX135528
31	Ruger	PC Charger	9mm	91355233
32	Ruger	AR-556	5.56 x 45 NATO	859-21665
33	Glock	44	.22 Caliber	AFGB151
34	Sarsilmaz	B6	9mm	T1102-21E53211
35	American Tactical	Omni Hybrid	Multi	NS032616
36	Smith and Wesson	SD 40VE	.40 Caliber	FXL9661
37	Glock	19 Gen 5	9mm	BUBS538
38	Glock	19	9mm	WSY263
39	Smith and Wesson	SD 40	.40 Caliber	HEZ5877
40	Glock	27	.40 Caliber	RBR776
41	Glock	43	9mm	AGPD998
42	Glock	27	.40 Caliber	BWKA542

43	Winchester	70	30-06	G1400220A
44	Winchester	140	12 GA	N952943
45	ATAC Defense	ADBP	.556 x 45 NATO	BP00223
46	Taurus	G3	9mm	ABH802456
47	Glock	26	9mm	AFXV777
48	Glock	27	.40 Caliber	NWT887
49	Glock	22	.40 Caliber	RHA430
50	Anderson Manufacturing	AM-15	Multi	20250713
51	Para USA	1911 Expert Carry	.45 Auto	K050640
52	Smith and Wesson	M&P 9	9mm	HMD5629
53	Taurus	PT 111 G2A	9mm	TL090385
54	Glock	21	.45 Auto	UHX398
55	Springfield	XD	.45 Auto	XD627083
56	Taurus	G3C	9mm	ACC657681
57	J. A. Industries	J.A. 380	.380 Caliber	458809
58	Glock	26	9mm	BEDL191
59	Glock	23	.40 Caliber	NCA300
60	HS Product/ Springfield	XD9	9mm	HD915004
61	SCCY	CPX-1	9mm	C119180
62	Davis Industries	P380	.380 Caliber	AP245024
63	Ruger	P97DC	.45 Auto	663-28865
64	Glock	45	9mm	BSEW362
65	Del-ton	DTI-15	.556 x 45 NATO	R007444
66	Smith and Wesson	M&P 15	.556 x 45 NATO	TK84838
67	Smith and Wesson	SD 9VE	9mm	FDB9707
68	Smith and Wesson	Bodyguard	.380 Caliber	KBF3670
69	Taurus	G2C	9mm	ACJ267273
70	Glock	30	.45 Auto	LDE871
71	Glock	29	10mm	BYAK246
72	Taurus	G3	9mm	ADJ661901
73	Smith and Wesson	SD 40VE	.40 Caliber	FZW4117
74	Charter Arms	The Pink Lady	.38 Special	111220
75	Taurus	PT709 Slim	9mm	TKM67605
76	Bushmaster	XM15-E2S	.556 x 45 NATO	ARB31955
77	Glock	17	9mm	AFKC582
78	Glock	27	.40 Caliber	BLBR873
79	Springfield	XD-9	9mm	BA448740
80	Israel Arms Ltd.	M-5000	.45 Auto	452677
81	Glock	29	10mm	BWKC539
82	Charter Arms	UNK	.38 Special	414390
83	Ruger	LC9	9mm	321-82958
84	Palmetto State Armory	Palmetto Dagger	9mm	JJE30565
85	Smith and Wesson	M&P 380 Shield EZ	.380 Caliber	RDJ1238
86	Glock	17 Gen 5	9mm	BSHK647

87	Glock	19 Gen 4	9mm	YUE709
88	Romarm/ Cugir	Draco	7.62 x 39mm	ROA22PG4287
89	Glock	45	9mm	CAWL577
90	Smith and Wesson	M&P Bodyguard 380	.380 Caliber	KDN5636
91	Glock	17 Gen 5	9mm	BPFP832
92	Glock	19X	9mm	BRRG929
93	Glock	30S	.45 Auto	XVH892
94	Glock	27	.40 Caliber	CPA875
95	Glock	17	9mm	BBDK431
96	Romarm/ Cugir	Micro Draco	7.62 x 39mm	ROA23PMD-42546
97	Canik	TP9 Elite SC	9mm	T647220CB38024
98	Smith and Wesson	642 Revolver	.38 Special	DDH7029
99	Beretta	APX	9mm	A092541X
100	Smith and Wesson	M&P 380 Shield EZ	.380 Caliber	RDV8361
101	Glock	22 Gen 4	.40 Caliber	PZE098
102	Glock	26	9mm	AGST208
103	Glock	43X	9mm	BRSN488
104	ATI	GSG-16	.22 Caliber	A900514
105	Glock	41 Gen 4	.45 Auto	BYAT269
106	Taurus	GX4	9mm	1GA04953
107	Glock	26	9mm	BRRS284
108	Glock	45	9mm	BSZX270
109	Romarm/ Cugir	Micro Draco	7.62 x 39mm	ROA23PMD-42792
110	Glock	34 Gen 4	9mm	HBP370
111	Romarm/ Cugir	Draco	7.62 x 39mm	ROA22DG-7174
112	Glock	45	9mm	BTUF624
113	American Tactical Imports- ATI	Omni Hybrid	Multi	NS374485
114	Cobra	Derringer	.38 Special	CT138068
115	ROMARM/CUGIR	DRACO	7.62 x 39mm	DF-5562-20ROA
116	CENTURY ARMS	RAS47	7.62 x 39mm	RAS47058946
117	PARS-MFG - TY (PSM)	Bulldog	12 GA	12BD20-2208
118	Smith and Wesson	M&P 15	5.56mm NATO	TH62528
119	Jennings	Bryco 59	9mm	603575
120	SCCY	CPX-2	9mm	884441
121	Davis	P-380	.380 Caliber	APO73238
122	Ruger	SR40C	.40 S&W	34394131
123	Smith and Wesson	40VE	.40 S&W	DSE3075
124	ROMARM/CUGIR	MICRO DRACO	7.62 x 39mm	PF-3306-2020ROA
125	Glock	23 Gen 4	.40 S&W	AAMZ571
126	Taurus	85 View	.38 Special	HT26562X
127	Smith and Wesson	M&P	.40 S&W	MPA3665
128	LORCIN ENGINEERING	L25	.25 Auto	308023
129	Imperial Metal Products	IMP	.22 LR	108272
130	ROMARM/CUGIR	DRACO	7.62 x 39mm	DB-2992-17RO

131	Ruger	SR45	.45 ACP	38046516
132	Taurus	PT709 SLIM	9mm	TJT93299
133	Beretta	Pico	.380 Caliber	PC040781
134	Glock	19 Gen 4	9mm	BLCH941
135	SARSILMAZ	SAR 9	9mm	T1102-21BV55493
136	Taurus	PT 92 AF	9mm	TFU79568
137	Glock	23	.40 S&W	BDGA859
138	American Tactical Imports	Omni Hybrid	Multi	NS125772
139	Keltec	PF9	9mm	RR1S52
140	FMK FIREARMS INC.	Elite	9mm	BB17073
141	Harrington and Richardson	732 Revolver	.32 S&W	AX148545
142	Rossi	M68 Revolver	.38 Special	AA062087
143	Raven Arms	MP-25	.25 Caliber	681226
144	Ruger	LC9	9mm	324-32805
145	American Tactical Imports	Omni Hybrid	Multi	NS028554
146	Springfield	XD45	.45 ACP	US761864
147	Glock	23	.40 S&W	WKG346
148	ROSSI	M88-2	.38 Special	VJ47843
149	Glock	19X	9mm	BTRS116
150	Ruger	Security 9	9mm	383-85913
151	Glock	19 Gen 5	9mm	BTDR398
152	Glock	26 Gen 5	9mm	AFMH554
153	Diamondback Arms Inc.	DB-15	Multi	DB2446693
154	Glock	43X	9mm	BRZV266
155	Glock	26 Gen 5	9mm	AEVV258
156	Glock	27	.40 S&W	AFPE157
157	Glock	19	9mm	BTPB180
158	Hi-Point	C9	9mm	P1862861
159	SWD	RTO	.45/410	M00014083
160	JIMENEZ ARMS INC.	J.A. Nine	9mm	410017
161	Taurus	PT111 G2 Millennium	9mm	TIZ17073
162	Glock	43	9mm	ADZC476
163	Glock	27 Gen 4	.40 S&W	XLE495
164	SCCY	CPX-2	9mm	292505
165	American Tactical Imports	Milsport	Multi	MSA036457
166	Taurus	PT 24/7 Pro DS	.40 S&W	SCN01207
167	Glock	17 Gen 4	9mm	BFSE370
168	Taurus	G3C	9mm	ABG659274
169	Glock	23	.40 S&W	RVW906
170	Bryco Arms	59	9mm	603918
171	Glock	19	9mm	AEER321
172	Glock	17 Gen 4	9mm	RVF770
173	Ruger	EC9-S	9mm	453-84139
174	SCCY	CPX-1	9mm	868158

175	Heritage	Rough Rider 22	.22 LR	W74685
176	Glock	17	9mm	BFKX798
177	Kimber	Custom Target II	.45 ACP	K484675
178	Extar	EP9	9mm	P06676
179	Smith and Wesson	SD9	9mm	FZT4494
180	Glock	23 Gen 4	.40 S&W	KPC827
181	Chinese- CN	SKS	7.62 x 39mm	12250943
182	Ruger	LCP II	.380 Caliber	380276154
183	Taurus	PT1911	.45 ACP	NIT06407
184	Beretta	92S	9mm	X44859Z
185	Taurus	PT111 G2 Millennium	9mm	TKT28922
186	Ruger	LCR Revolver	.357 Magnum	546-89813
187	Keltec	P3AT	.380 Caliber	LHB39
188	Bryco Arms	Model 38	.380 Caliber	109243
189	Stevens	86C	.22 LR	N/A
190	Colt	Government MK IV	.45 ACP	SS37690
191	Jiminez Arms	JA-380	.380 Caliber	391655
192	Taurus	Ultra-Lite Revolver	.38 Special	AN25799
193	Taurus	TH9	9mm	TMA09183
194	Glock	17	9mm	BBHF328
195	Beretta	92FS	9mm	BER184726
196	Taurus	G2C	9mm	TMA18154
197	SCCY	CPX	9mm	698200
198	ROHM	RG38S Revolver	.38 Special	207993
199	Bersa	Thunder 22	.22 LR	K61940
200	Taurus	G2C	9mm	TLP08742
201	Palmetto State Armory	PA15	Multi	SCD685702
202	Glock	19X	9mm	BSXY014
203	Hi-Point	C9	9mm	P1828951
204	Sig Sauer	P365	9mm	66B360886
205	Taurus	G3	9mm	ABH802668
206	Glock	22	.40 S&W	KNU590
207	Glock	19X	9mm	BURM162
208	Taurus	Spectrum	.380 Caliber	1F020625
209	Palmetto State Armory	PA15	Multi	P1062636
210	Glock	17	9mm	BBRG673
211	Smith and Wesson	12 Airweight Revolver	.38 Special	D379748
212	Glock	19	9mm	AFSG626
213	ROMARM/CUGIR	DRACO	7.62 x 39mm	DA-5372-15RO
214	RUGER	AR-556	Multi	850-61704
215	J.C. HIGGINS	58318	16 GA	N/A
216	Smith and Wesson	SD40	.40 S&W	FDX9624

#	MAKE/ MODEL/ CALIBER	SERIAL NUMBER
217	FIE Mod Titan .25 Cal Pistol	D847030
218	HI-Point Mod CF380 .380 Cal Pistol	P769462
219	Glock Mod 22 .40 Cal Pistol	WPC691
220	Taurus Mod Ultra-Lite .38 SPL Cal Revolver	DT47478
221	Kimber Mod Ultra Carry II .45 Cal Pistol	KU108982
222	Arminius .22 Cal Revolver	39376
223	Jiminez Arms Mod JA32 .32 Cal Pistol	124427
224	HI-Point Mod 9C 9mm Pistol	P1676766
225	Smith & Wesson Mod SD40VE .40 Cal Pistol	FXN7291
226	Taurus Mod The Judge .45/410 Cal Revolver	BU665146
227	Stevens Mod 15A .22 Cal Rifle	N/A
228	Glock Mod 19 9mm Pistol	4225LAV
229	New Havenb Mod 600AT 12 Ga Shotgun	H338985
230	Rossi .357 Cal Revolver	BS626087
231	Mossberg Mod 190 16 Ga Shotgun	None
232	HI-Point Mod JHP .45 Cal Pistol	X4110060
233	Tapco 7.62 Cal Pistol	KE1372
234	Glock Mod 17 9mm Pistol	RVB611
235	Sig Sauer 5.56 Cal Rifle	JS034685
236	New Haven Mod 600AT 12 Ga Shotgun	H797154
237	Archangle .22 Cal Rifle	257-32909
238	Ruger Mod 10/22 .22 Cal Rifle	234-96514
239	RG Mod RG23 .22 Cal Revolver	T801708
240	Taurus Mod 738TCP .380 Cal Pistol	77107D
241	Taurus Mod PT 24/7 Pro DS 9mm Pistol	TBR39712
242	Smith & Wesson Mod SW40VE .40 Cal Pistol	RAU0519
243	Sccy Mod CPX-2 9mm Pistol	449006
244	EIG .38 SPL Cal Revolver	13509
245	Taurus Mod PT 111 G2 9mm Pistol	TKM42894
246	FIE Titan .25 Cal Pistol	B83630
247	Ruger Mod LC9 9mm Pistol	326-10987
248	Taurus Mod 85 .38 SPL Cal Revolver	K098305
249	Lorcin Mod L25 .25 Cal Pistol	291655
250	Taurus Mod PT 111 G2 9mm Pistol	T1074070
251	Bryco Arms Mod Jennings Nine 9mm Pistol	1481446
252	Beretta Mod 950 .25 Cal Pistol	B60090
253	Jennings Mod Nine 9mm Pistol	1416502
254	Taurus Mod PT140 PRO .40 Cal Pistol	SFM22893
255	H&R .22 Cal Revolver	AH61665
256	CDM .22 Cal Short Revolver	275459
257	Ruger Mod LCP .380 Pistol	378-78765
258	Rossi Mod 685 .38 SPL Cal Revolver	AA185651
259	Ruger Mod LCP II .380 Cal Pistol	380050429
260	Lorcin Mod L380 .380 Cal Pistol	265252
261	Taurus Mod PT111G2 9mm Pistol	TJN01576
262	Kel-Tec .22 Cal Pistol	WWBC88
263	H & R .22 Cal Revolver	AU045870
264	Smith & Wesson Mod SD9VE 9mm Pistol	FZD4811
265	Smith & Wesson Mod SW9M 9mm Pistol	KAA1784

266	Charter Arms Mod On Duty .38 SPL Cal Revolver	16-26321
267	Taurus Mod PT104 PRO .40 Cal Pistol	SCV91658
268	Glock Mod 17 9mm Pistol	AR526
269	Rossi Mod 885 .38 SPL Revolver	W194363
270	Iver Johnson Mod Cadet .38 Cal Revolver	G37138
271	Lorcin Mod L9mm 9mm Pistol	L121351
272	KSA Mod Crickett .22 Cal Rifle	735991
273	Smith & Wesson Mod M&P9 9mm Pistol	HKB2630
274	Smith & Wesson Mod 15 .38 Cal Revolver	K971617
275	Colt Mod SSA .45 Cal Blank Revolver	15L41069
276	Springfield Armory Mod XD40 .40 Cal Pistol	US159499
277	Remington Mod 550 .22 Cal Rifle	N/A
278	Unk. Make or Model 12 Ga Rabbit ears DB Shotgun	N/A
279	Taurus Mod PT145Pro .45 Cal Pistol	ND076444
280	Smith & Wesson Mod SD40VE .40 Cal Pistol	FZN0595
281	Heritage Mod Rough Rider .22 Cal Revolver	100452
282	Davis Industries Mod P380 .380 Cal Pistol	AP358308
283	Ruger Mod LCP 2 .380 Cal Pistol	380102694
284	New England Firearms Mod SBI 20 Ga Shotgun	NM283292
285	Winchester Mod 42 410 Ga Pump Shotgun	127997
286	Smith & Wesson .38 Cal Revolver	355902
287	HI-Point Mod JHP .45 Cal Pistol	X4241062
288	HI-Point Mod CF380 .380 Cal Pistol	P870740
289	HI-Point Mod C9 9mm Pistol	P1807582
290	Walther Mod CCP 9mm Pistol	WK004765
291	HI-Point Mod C9 9mm Pistol	P1880792
292	Taurus Mod PT738 .380 Cal Pistol	D092385
293	Nmarlin Mod 25N .22 Cal Rifle	6421871
294	Maverick Mod 88 12 Ga Pump Shotgun	MV094984
295	KEL-TEC .380 Cal Pistol	L1385
296	Davis Industries Mod P380 .380 Cal Pistol	AP497754
297	Rock Island Arms Mod 200 .38 SPL Cal Revolver	RIA1743861
298	Smith & Wesson Mod Airweight .38 SPL+P Cal Revolver	DAH8881
299	Clarke 1ST .32 Cal Revolver	782325
300	Glock Mod 19 9mm Pistol	YHG294
301	Taurus Mod PT111 G2 9mm Pistol	TKR70665
302	Titan .25 Cal Pistol	ED51502
303	Jimenez Arms Mod JA Nine 9mm Pistol	11553
304	Glock Mod 19 9mm Pistol	BETF540
305	Taurus Mod 709 Slim 9mm Pistol	TIS75663
306	Benelli Mod Super Black Eagle 12 Ga Shotgun	U150644
307	Iver Johnson's Mod X .22 Cal Rifle	10421
308	HI-Point Mod 995 9mm Rifle	B64755
309	Taurus Mod Ultra-Lite .38 Cal Revolver	TG52109
310	Charter Arms Mod Off Duty .38 Cal Revolver	1081354
311	Glock Mod 23 .40 Cal Pistol	EUE155US
312	TriStar Mod C-100 9mm Pistol	T6472-12AG02196
313	Sccy Mod CPX-1 9mm Pistol	22912
314	Taurus PT 111G2 9mm Pistol	TKN83436
315	Iver Johnson Mod 1911A1 .45 Cal Pistol	A000853
316	ATI .22 Cal Rifle Upper Receiver Only	14A49023

317	Rossi Mod 68 .38 SPL Cal Revolver	AA513062
318	World Arms .22 Cal Derringer	W2164
319	Beretta Mod 92FS Compact 9mm Pistol	BER720369
320	Kel-Tec Mod PF9 9mm Pistol	SJ528
321	Colt .32 Cal Pistol	480007
322	Century Arms Mod RAS47 7.62 Cal Rifle	RAS47866843
323	Smith & Wesson Mod SD40VE .40 Cal Pistol	FYE5196
324	Browning Mod A-Bolt .25-06 Cal Rifle	99029NX7C7
325	Israel Military Industry Mod 41/44 .44 Cal Pistol	95203105
326	Remington Mod 700 .270 Cal Rifle	C6333334
327	Bersa Mod BP9CC 9mm Pistol	E28926
328	Colt .32 Cal Pistol	311J24 or 311924
329	Taurus .357Mag Cal Revolver	Y1339742
330	Ruger Mod Security 9 9mm Pistol	381-44137
331	HI-Point Mod C9 9mm Pistol	P1579505
332	Smith & Wesson Mod M&P Shield 9mm Pistol	HVU8031
333	SNR .357 Cal Blank Revolver	17F64082
334	Walther Mod P22 .22 LR Pistol	Z108239
335	Smith & Wesson Mod Bodyguard .38 SPL+P Cal Revolver	CSX1899BG38
336	Beretta Mod 950 .25 Cal Pistol	G37525
337	Smith & Wesson Mod 637-2 Airweight .38 Cal Revolver	DBR1055
338	Titan Mod Tiger .38 Cal Revolver	831732
339	Glenfield Mod 30A 30-30-Cal Rifle	24017963
340	CVS Black Powder Unk Cal Revolver	N/A
341	Taurus Mod PT111G2 9mm Pistol	TJU94482
342	Charter Arms Mod Off Duty .38 SPL Cal Revolver	1001040
343	Springfield Armory Mod XD5 .45 Cal Pistol	S3331882
344	Savage Arms Mod 88 Series F 410 Ga Bolt Action Shotgun	B477718
345	Taurus Mod Ultra-Lite .38 Cal Revolver	IM6768 or IM6788
346	Sccy Mod CPX-1 9mm Pistol	681120
347	Interarms Mod 30MI 9mm Pistol	1837628
348	MAB Mod Automatique .25 Cal Pistol	66234
349	Glock Mod 19 9mm Pistol	BCHS805
350	Springfield/Savage Mod 67 Series E 410 Ga Pump Shotgun	C376276
351	Smith & Wesson Mod SD 40 VE .40 Cal Pistol	FXN8148
352	Glock Mod 19 9mm Pistol	TP680
353	Sig Sauer Mod P365 9mm Pistol	66A244468
354	Cobra Mod Patriot 9mm Pistol	00220
355	Taurus Mod Raging Bull .44 Mag Revolver	FT633016
356	Stevens 16 Ga Shotgun	107B
357	Remington Mod 1100 Auto Shotgun	N768476M
358	Rossi Mod 352 .38SPL Cal Revolver	HP98093
359	Terni 7.35 Cal Bolt Action Rifle	V7993
360	Bersa Mod Thunder 380 .380 Cal Pistol	D94981
361	Cobra Mod CA-380 .380 Cal Pistol	CP050389
362	RG .38SPL Cal Revolver	10593
363	Interarms Mod PPH .380 Cal Pistol	N07163
364	Colt Mod Police Positive .38 Cal Revolver	82706
365	Taurus Mod The Judge 410/.45 Cal Revolver	KX334602
366	Ruger Mod LCR .22 Cal Revolver	1540-41890
367	Taurus Millennium Mod PT111G2 9mm Pistol	TKR83132

368	Ruger Mod LCP .380 Cal Pistol	371101300
369	HI-Point Mod C 9mm Pistol	P060545
370	Smith & Wesson Mod M&P Bodyguard .380 Cal Pistol	KEE438
371	Jimenex Arms Mod JA Nine 9mm Pistol	271165
372	Lorcin Mod L9mm 9mm Pistol	L050672
373	Ruger Mod LC9s 9mm Pistol	452-65120
374	Lorcin Mod L9mm 9mm Pistol	22162
375	Rossi Mod 461 .357Mag Cal Revolver	TK852043
376	H&R Mod733 .32 Cal Revolver	AF16217
377	RG Mod RG .22 Cal Revolver	328515
378	Savage Arms Mod 67 Series E n 20 Ga Pump Shotgun	E686716
379	Smith & Wesson .38 Cal Revolver	315182
380	Ruger Mod LCP .380 Cal Pistol	371887277
381	Cobra Mod CA-380 .380 Cal Pistol	CP019758
382	Ruger Mod LCP .380 Cal Pistol	371538184
383	Ruby Pistol Mod Liberty .32 Cal Pistol	43880
384	HI-Point Mod C9 9mm Pistol	P1293381
385	Alfa .32 Cal Revolver	N/A
386	Rohm .22 Cal Revolver	87849
387	Smith & Wesson Mod 37 .38 SPL Cal Revolver	J68257
388	Sccy Mod CPX-2 9mm Pistol	674625
389	Harrington & Richardson Mod Premier .22 Cal Revolver	496463
390	Ruger Mod LCP .380 Cal Pistol	371233568
391	Smith & Wesson M&P Shield .40 Cal Pistol	HML3705
392	Smith & Weson Mod 3913 9mm Pistol	TFN7073
393	Clarke 1ST .32 Cal Revolver	793632
394	High Point Mod 9C 9mm Pistol	P173053
395	Taurus Mod. PT1911 .45 Cal Pistol	NBR24270
396	EICOL Mod Jackal Duel Compact 9mm Blank Pistol	EJCI-18100032
397	Glock Mod 23 .40 Cal Pistol	SHT087
398	Cobra .380 Cal Derringer	CT118550
399	Smith & Wesson .38 Cal Revolver	164218
400	Bryco Arms Mod 48 .380 Cal Pistol	581295
401	Bryco Arms Mod 25CA .25 Cal Pistol	1572952
402	Cobra Mod CB9 9mm Derringer	CT131670
403	Smith and Wesson 586 Revolver .357 Magnum	AUB8628
404	RUGER LCP WITH BLUE PATTERN .380 caliber	371526073
405	BERETTA MOD 950BS W/ MAGAZINE .25 CALIBER	BER74367V
406	Heritage Rough Rider 22 Revolver	I51686
407	Reck R14 Revolver .22 Caliber	53951
408	Black, Taurus .357 Magnum Revolver	EY52953
409	SCCY CPX-1 TWO TONE 9MM Pistol	782859
410	Hi-Point C9 pistol 9MM	P1701941
411	SMITH & WESSON SD9 9mm	FZW2575
412	Taurus PT111 G2 9mm	TKN21433
413	GLOCK 33 GEN 4 PISTOL .357 Magnum	XLY594
414	SIG SAUER (SIG-ARMS) SP2022 9MM	24B110949
415	.T 01091Z 4TH ALABAMA 1-167TH INFANTRY BROWN SILVER 1911 Handgun .45	4ALO24
416	Smith and Wesson SD40 handgun .40 caliber	FBF8508
417	GLOCK 19X 9mm	BHKS454
418	BERETTA P92FS Pistol in case 9mm	BER244668Z

419	IVER JOHNSON CADET BLACK REVOLVER WITH WOODEN GRIPS .38 SPECIAL	G1170
420	SILVER TAURUS PT 638 PRO SA .380 CALIBER	KER29485
421	WOODEN GRIP ROSSI .38 SPECIAL REVOLVER	D889542
422	BERSA THUNDER 380 W/ MISSING GRIP.380 CALIBER	444897
423	Smith and Wesson Model 32 Revolver w/ brown handle .32 Caliber	32409
424	Taurus Model 66 Revolver .357 Magnum	ZH418236
425	Taurus PT 638 Pro SA pistol .380 caliber	KDY01905
426	Taurus 709 Slim 9mm	TKP12402
427	IVER JOHNSON U.S. REVOLVER CO. BREAK DOWN REVOLVER .38 caliber	83102
428	FN 509 9mm pistol	GKS0084719
429	Keltec P-32 pistol .32 caliber	49406
430	GREY / SILVER TAURUS SPECTRUM .380 HANDGUN	1F053455
431	Smith and Wesson SW40 .40 caliber	PAJ4033
432	TAURUS 856 CH REVOLVER .38 SPECIAL	MT90903
433	Rossi M971 Revolver .357 Magnum	F130283
434	TAURUS G2C PISTOL 9mm	TMS54587
435	RUGER LC9 9MM	320-89631
436	Smith and Wesson 10-6 Revolver .38 Special	C995813
437	Beretta PX4 Storm 9mm	PX289854
438	Glock 19 Pistol 9mm	DEM567US
439	SMITH AND WESSON SD9VE PISTOL 9mm	FYB9404
440	HiPoint C9 Pistol 9mm	P10045465
441	Smith and Wesson Governor Revolver .45 ACP/ .410	CTC0579
442	Smith and Wesson SD40 VE .40 caliber	FZV5099
443	Raven Arms P25 .25 Caliber	110112
444	Taurus PT709 Slim Pistol 9mm	TIY65796
445	KEL-TEC PISTOL .380 caliber	L8630
446	Smith and Wesson M&P Shield 9mm	HNL4512
447	American Tactical Titan M1911 .45 ACP	TB115667
448	Glock 27 Pistol .40 caliber	BCYL233
449	Smith and Wesson 4046TSW Pistol .40 Caliber	VJL5450
450	Smith and Wesson Bodyguard Pistol .380 Caliber	KDP1435
451	Walther Arms PPS Pistol 9mm	AX0779
452	JIMINEZ ARMS J.A. 22 .22 Caliber	1275526
453	Jiminez Arms J.A. Nine 9mm	326271
454	Beretta 21A Pistol .22 Caliber	BCS28451U
455	SCCY CPX-1 handgun 9mm	454683
456	TAURUS PT140 G2 .40 CALIBER	SMA74940
457	Kimber Micro Carry with wooden handle pistol .380 Caliber	M0017453
458	Smith and Wesson SD40 handgun .40 caliber	HER6666
459	Taurus PT709 Slim Pistol 9mm	TJU61419
460	Keltec PF-9 Pistol 9mm	SP363
461	HECKLER AND KOCH VP9 Pistol 9mm	224162520
462	BERETTA 92FS Pistol 9mm	X33673Z
463	Smith and Wesson M&P Shield .40 Caliber	JFC4068
464	Iver Johnson Hammerless Revolver .38 Special	48731
465	Glock 19 Pistol 9mm	MYB209
466	Rohm RG 23 REVOLVER w/ BROWN GRIP .22 Caliber	T803429
467	Glock 26 9mm	KCK084
468	Cobra CA-380 Pistol .380 Caliber	CP098723
469	COBRA ENT., INC./KODIAK IND. CA380 PISTOL W/ PINK HANDLE .380 Caliber	CP043213

470	Smith and Wesson 38 Black Revolver .38 Special	CCC9191
471	Glock 17 Pistol in case 9mm	GYT478
472	CHARTER ARMS Lavender Lady Revolver .38 Special	1605546
473	Astra/ Firecat .25 ACP	881467
475	SMITH & WESSON/ UNK REVOLVER .38 SPECIAL	94408
476	Smith and Wesson/ UNK REVOLVER .38 SPECIAL	CWB6418
477	Pink, Cobra CA-380 Pistol in blue case .380 caliber	CP048935
478	ANDERSON MANUFACTURING AM-15 .223/5.56	19108204
479	AMERICAN TACTICAL IMPORTS - ATI OMNI HYBRID MAXX .223/5.56	NS349993
480	CANIK TP9SF HANDGUN 9MM	20AT23412
481	Taurus G3 Pistol 9MM	ACE848523
482	MASTERPIECE ARMS DEFENDER MPA30 HANDGUN 9MM	FX22599
483	TAURUS MODEL R351 REVOLVER .38 SPECIAL	YF86612
484	Smith and Wesson 10-10 .38 Special Revolver	CCJ9332
485	Smith and Wesson 10-10 .38 Special Revolver	CBF5752
486	Remington Model 870 Magnum 12 Gauge Shotgun	A080265M
487	Remington Model 870 Magnum 12 Gauge Shotgun	X216904M
488	Remington Model 870 Magnum 12 Gauge Shotgun	W872682M
489	Remington Model 870 Magnum 12 Gauge Shotgun	W892387M
490	Remington Model 870 Police Magnum 12 Gauge Shotgun	A153243M
491	Remington Model 870 Police Magnum 12 Gauge Shotgun	AB642126M
492	Remington Model 870 Police Magnum 12 Gauge Shotgun	AB642130M
493	Remington Model 870 Police Magnum 12 Gauge Shotgun	B618297M
494	Remington Model 870 Police Magnum 12 Gauge Shotgun	B689990M
495	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697066M
496	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697108M
497	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697112M
498	Remington Model 870 Police Magnum 12 Gauge Shotgun	C174336M
499	Remington Model 870 Police Magnum 12 Gauge Shotgun	C645371M
500	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839406M
501	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839416M
502	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839448M
503	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879324M
504	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879344M
505	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879357M
506	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS55142U
507	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS58739U
508	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS70251Y
509	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS87849X
510	Remington Model 870 Police Magnum 12 Gauge Shotgun	X182134M
511	Remington Model 870 Police Magnum 12 Gauge Shotgun	B692910M
512	Remington Model 870 Wingmaster 12 Gauge Shotgun	T011253V
513	Remington Model 870 Wingmaster 12 Gauge Shotgun	T670824V
514	Remington Model 870 Wingmaster 12 Gauge Shotgun	V186893V
515	Remington Model 870 Wingmaster 12 Gauge Shotgun	W215255V
516	Remington Model 870 Wingmaster 12 Gauge Shotgun	W222137V
517	Remington Model 870 Wingmaster 12 Gauge Shotgun	W224031V
518	Remington Model 870 Wingmaster 12 Gauge Shotgun	W226084V
519	Remington Model 870 Wingmaster 12 Gauge Shotgun	V601854
520	Remington Model 870 Wingmaster 12 Gauge Shotgun	T202790V

521	Remington Model 870 Wingmaster 12 Gauge Shotgun	S994136V
522	Remington Model 870 Wingmaster 12 Gauge Shotgun	T660390V

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
3/6/2026	6034	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m., Friday, March 27, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	USED GUN AUCTION The City of Mobile will sell to the highest bidder 2 lots of guns. The contents of the lots are attached. City will not sell individual guns. Bidders must have Federal Firearm License (FFL). Bidders will bid on each lot separately. Lot #1 Found, Personal, City-Owned $_____ Lot #2 Court Condemned Guns $_____ City will only accept Federal Firearm License (FFL) Type 01 or Type 02. City will accept bids from holders of Federal Firearm License Type 01 or Type 02. Bidders must supply a copy of their Federal Firearms License with this bid. Failure to be include the license will cause bid rejection. For viewing, see attached. All vendors will be required to provide verification of enrollment in the E-Verify Program. Page 1 of 2					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Additional information may be found at http://immigration.alabama.gov/.

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov.

TO BE AWARDED ON A LOT BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

USED GUN AUCTION SPECIFICATIONS

The City of Mobile will sell to the highest bidder(s) all of the firearms in the attached lists as two units. The firearms will not be separated out nor will the City sell any firearms individually to any bidder.

All bidders will provide the City of Mobile with a cash Bid Price for each lot of firearms.

All bidders must be licensed Federal Firearm dealers with current active FFL, Type 01 nor Type 02 only.

All firearms will be transferred through the winning FFL dealers' books in accordance with the applicable Federal laws.

No Class 3 firearms will be sold or transferred in this purchase.

Upon payment and transfer, the winning bidder may sell, transfer, or otherwise dispose of any and all firearms as they choose pursuant to the applicable Federal laws.

A list of firearms contained within each lot for sale is attached.

The City will designate a day for inspections. The designated day will be set aside for all bidders to have reasonable time to inspect the firearms. The day/time and location of inspection will be provided upon request as follows and as on page 1. Vendors will be allowed in groups in two-hour blocks. If a bidder is late, they will wait for the next two-hour block.

There will only be one day for viewing.

City will set March 24, 2026 as the viewing day for bidders wishing to view guns in a 2-hour block. You will be assigned a 2-hour block to view weapons. Bidder will need a copy of his FFL and ID upon arrival to view. City to set an additional day to view if necessary.

To set an appointment, email: timothy.perrin@cityofmobile.gov.

Requests to view should be received by the City no later than 1:00 pm on Friday, March 20, 2026.

Make request to view lots to timothy.perrin@cityofmobile.gov. Provide your contact info and copy of your FFL. Failure to provide FFL will cause rejection of your chance to view.

The City of Mobile will accept for viewing, Federal Firearms License (FFL) that is compliant with FLL License Types 01 or 02.

City will not accept the FFL Type 03 License for viewing or sale.

The winning bidder is solely responsible for packaging, pick-up, shipping, insuring, security, and transport of firearms from the City of Mobile to the location of their choosing and will

certify, in writing, the bidders' ability to accomplish these acts prior to the agreed upon final transfer of the firearms. This writing will include the bidders' confidential plan to transfer the firearms from the custody of the City to the bidders' destination. The confidential plan will be delivered to the City for review by the City upon request.

Failure to provide a suitable plan will be cause for rejection of the bid.

All firearms are to be sold "As Is" and the City makes no warranties, whether express or implied, as to the safety, condition, or working order of any firearm.

Should all bids or the removal plans be considered unreasonable, the City reserves the right to cancel the sale without further explanation.

Person who has the FFL will be required to be onsite to pick-up/remove lot won.

Winning bidder will be required to present FFL paperwork in order to pickup.

There will be no 3rd party removals/pick-ups or shipping.

City will not package for or arrange for shipping.

Payment will need to be received and confirmed before release of a lot of guns.

Payment will be via wire transfer from a brick-and-mortar bank. Wire transfer form or via cell phone/online banking will not be accepted.

City will notify bidder upon receipt and deposit of the wire transfer, at which time the City will schedule the removal of the guns.

LOT #1: FOUND, PERSONAL, CITY OWNED

#	MAKE	MODEL	CALIBER	SERIAL NUMBER
1	Smith and Wesson	10-7 Revolver	.38 Special	AVZ5998
2	Smith and Wesson	586 Revolver	.357 Magnum	AEN2468
3	Glock	43	9mm	ACBT651
4	Smith and Wesson	40VE	.40 Caliber	RBE1079
5	Taurus	PT 111 G2	9mm	TK041539
6	Taurus	G2C	9mm	TL079790
7	Taurus	709 Slim	9mm	TJX23918
8	Armorlite	M-15	5.56 x 45 NATO	US358964
9	Taurus	G3	9mm	ABN346433
10	Kahr	CW380	.380 Caliber	RJ6626
11	Smith and Wesson	5906	9mm	TCR9656
12	Glock	40 Gen 4	10mm	BFUL779
13	Taurus	85 Revolver	.38 Special	JT97102
14	Smith and Wesson	40VE	.40 Caliber	DUF0179
15	IMI	Desert Eagle	9mm	135506
16	Ruger	Ruger-57	5.7 x 28mm	641-42728
17	SCCY	CPX-1	9mm	C112000
18	Smith and Wesson	M&P 40	.40 Caliber	DSH6128
19	Benelli	Super Black Eagle 3	20 GA	XO70712M
20	Browning	X Bolt	.243 WIN	11665ZX354
21	Benelli	Nova	12 GA	Z740634R14
22	Remington	770	30-06	M71716332
23	SCCY	CPX-1	9mm	C209101
24	Diamondback	DB380	.380 Caliber	ZD1801
25	Beretta	Nano	9mm	NU151472
26	Century Arms	Tantal Sporter	5.45 x 39mm	1993 LZ5516
27	Canik	TP9 SFX	9mm	T647220BC69587
28	FNH	FNX-9	9mm	FX1UO19997
29	Glock	19	9mm	BVGT890
30	Beretta	PX4 Storm	9mm	PX135528
31	Ruger	PC Charger	9mm	91355233
32	Ruger	AR-556	5.56 x 45 NATO	859-21665
33	Glock	44	.22 Caliber	AFGB151
34	Sarsilmaz	B6	9mm	T1102-21E53211
35	American Tactical	Omni Hybrid	Multi	NS032616
36	Smith and Wesson	SD 40VE	.40 Caliber	FXL9661
37	Glock	19 Gen 5	9mm	BUBS538
38	Glock	19	9mm	WSY263
39	Smith and Wesson	SD 40	.40 Caliber	HEZ5877
40	Glock	27	.40 Caliber	RBR776
41	Glock	43	9mm	AGPD998
42	Glock	27	.40 Caliber	BWKA542

43	Winchester	70	30-06	G1400220A
44	Winchester	140	12 GA	N952943
45	ATAC Defense	ADBP	.556 x 45 NATO	BP00223
46	Taurus	G3	9mm	ABH802456
47	Glock	26	9mm	AFXV777
48	Glock	27	.40 Caliber	NWT887
49	Glock	22	.40 Caliber	RHA430
50	Anderson Manufacturing	AM-15	Multi	20250713
51	Para USA	1911 Expert Carry	.45 Auto	K050640
52	Smith and Wesson	M&P 9	9mm	HMD5629
53	Taurus	PT 111 G2A	9mm	TL090385
54	Glock	21	.45 Auto	UHX398
55	Springfield	XD	.45 Auto	XD627083
56	Taurus	G3C	9mm	ACC657681
57	J. A. Industries	J.A. 380	.380 Caliber	458809
58	Glock	26	9mm	BEDL191
59	Glock	23	.40 Caliber	NCA300
60	HS Product/ Springfield	XD9	9mm	HD915004
61	SCCY	CPX-1	9mm	C119180
62	Davis Industries	P380	.380 Caliber	AP245024
63	Ruger	P97DC	.45 Auto	663-28865
64	Glock	45	9mm	BSEW362
65	Del-ton	DTI-15	.556 x 45 NATO	R007444
66	Smith and Wesson	M&P 15	.556 x 45 NATO	TK84838
67	Smith and Wesson	SD 9VE	9mm	FDB9707
68	Smith and Wesson	Bodyguard	.380 Caliber	KBF3670
69	Taurus	G2C	9mm	ACJ267273
70	Glock	30	.45 Auto	LDE871
71	Glock	29	10mm	BYAK246
72	Taurus	G3	9mm	ADJ661901
73	Smith and Wesson	SD 40VE	.40 Caliber	FZW4117
74	Charter Arms	The Pink Lady	.38 Special	111220
75	Taurus	PT709 Slim	9mm	TKM67603
76	Bushmaster	XM15-E2S	.556 x 45 NATO	ARB31955
77	Glock	17	9mm	AFKC582
78	Glock	27	.40 Caliber	BLBR873
79	Springfield	XD-9	9mm	BA448740
80	Israel Arms Ltd.	M-5000	.45 Auto	452677
81	Glock	29	10mm	BWKC539
82	Charter Arms	UNK	.38 Special	414390
83	Ruger	LC9	9mm	321-82958
84	Palmetto State Armory	Palmetto Dagger	9mm	JJE30565
85	Smith and Wesson	M&P 380 Shield EZ	.380 Caliber	RDJ1238
86	Glock	17 Gen 5	9mm	BSHK647

87	Glock	19 Gen 4	9mm	YUE709
88	Romarm/ Cugir	Draco	7.62 x 39mm	ROA22PG4287
89	Glock	45	9mm	CAWL577
90	Smith and Wesson	M&P Bodyguard 380	.380 Caliber	KDN5636
91	Glock	17 Gen 5	9mm	BPFP832
92	Glock	19X	9mm	BRRG929
93	Glock	30S	.45 Auto	XVH892
94	Glock	27	.40 Caliber	CPA875
95	Glock	17	9mm	BBDK431
96	Romarm/ Cugir	Micro Draco	7.62 x 39mm	ROA23PMD-42546
97	Canik	TP9 Elite SC	9mm	T647220CB38024
98	Smith and Wesson	642 Revolver	.38 Special	DDH7029
99	Beretta	APX	9mm	A092541X
100	Smith and Wesson	M&P 380 Shield EZ	.380 Caliber	RDV8361
101	Glock	22 Gen 4	.40 Caliber	PZE098
102	Glock	26	9mm	AGST208
103	Glock	43X	9mm	BRSN488
104	ATI	GSG-16	.22 Caliber	A900514
105	Glock	41 Gen 4	.45 Auto	BYAT269
106	Taurus	GX4	9mm	1GA04953
107	Glock	26	9mm	BRRS284
108	Glock	45	9mm	BSZX270
109	Romarm/ Cugir	Micro Draco	7.62 x 39mm	ROA23PMD-42792
110	Glock	34 Gen 4	9mm	HBP370
111	Romarm/ Cugir	Draco	7.62 x 39mm	ROA22DG-7174
112	Glock	45	9mm	BTUF624
113	American Tactical Imports- ATI	Omni Hybrid	Multi	NS374485
114	Cobra	Derringer	.38 Special	CT138068
115	ROMARM/CUGIR	DRACO	7.62 x 39mm	DF-5562-20ROA
116	CENTURY ARMS	RAS47	7.62 x 39mm	RAS47058946
117	PARS-MFG - TY (PSM)	Bulldog	12 GA	12BD20-2208
118	Smith and Wesson	M&P 15	5.56mm NATO	TH62528
119	Jennings	Bryco 59	9mm	603575
120	SCCY	CPX-2	9mm	884441
121	Davis	P-380	.380 Caliber	APO73238
122	Ruger	SR40C	.40 S&W	34394131
123	Smith and Wesson	40VE	.40 S&W	DSE3075
124	ROMARM/CUGIR	MICRO DRACO	7.62 x 39mm	PF-3306-2020ROA
125	Glock	23 Gen 4	.40 S&W	AAMZ571
126	Taurus	85 View	.38 Special	HT26562X
127	Smith and Wesson	M&P	.40 S&W	MPA3665
128	LORCIN ENGINEERING	L25	.25 Auto	308023
129	Imperial Metal Products	IMP	.22 LR	108272
130	ROMARM/CUGIR	DRACO	7.62 x 39mm	DB-2992-17RO

131	Ruger	SR45	.45 ACP	38046516
132	Taurus	PT709 SLIM	9mm	TJT93299
133	Beretta	Pico	.380 Caliber	PC040781
134	Glock	19 Gen 4	9mm	BLCH941
135	SARSILMAZ	SAR 9	9mm	T1102-21BV55493
136	Taurus	PT 92 AF	9mm	TFU79568
137	Glock	23	.40 S&W	BDGA859
138	American Tactical Imports	Omni Hybrid	Multi	NS125772
139	Keltec	PF9	9mm	RR1S52
140	FMK FIREARMS INC.	Elite	9mm	BB17073
141	Harrington and Richardson	732 Revolver	.32 S&W	AX148545
142	Rossi	M68 Revolver	.38 Special	AA062087
143	Raven Arms	MP-25	.25 Caliber	681226
144	Ruger	LC9	9mm	324-32805
145	American Tactical Imports	Omni Hybrid	Multi	NS028554
146	Springfield	XD45	.45 ACP	US761864
147	Glock	23	.40 S&W	WKG346
148	ROSSI	M88-2	.38 Special	VJ47843
149	Glock	19X	9mm	BTRS116
150	Ruger	Security 9	9mm	383-85913
151	Glock	19 Gen 5	9mm	BTDR398
152	Glock	26 Gen 5	9mm	AFMH554
153	Diamondback Arms Inc.	DB-15	Multi	DB2446693
154	Glock	43X	9mm	BRZV266
155	Glock	26 Gen 5	9mm	AEVV258
156	Glock	27	.40 S&W	AFPE157
157	Glock	19	9mm	BTPB180
158	Hi-Point	UNK	9mm	P1862861
159	SWD	RTO	.45/410	M00014083
160	JIMENEZ ARMS INC.	J.A. Nine	9mm	410017
161	Taurus	PT111 G2 Millennium	9mm	TIZ17073
162	Glock	43	9mm	ADZC476
163	Glock	27 Gen 4	.40 S&W	XLE495
164	SCCY	CPX-2	9mm	292505
165	American Tactical Imports	Milsport	Multi	MSA036457
166	Taurus	PT 24/7 Pro DS	.40 S&W	SCN01207
167	Glock	17 Gen 4	9mm	BFSE370
168	Taurus	G3C	9mm	ABG659274
169	Glock	23	.40 S&W	RVW906
170	Bryco Arms	59	9mm	603918
171	Glock	19	9mm	AEER321
172	Glock	17 Gen 4	9mm	RVF770
173	Ruger	EC9-S	9mm	453-84139
174	SCCY	CPX-1	9mm	868158

175	Heritage	Rough Rider 22	.22 LR	W74685
176	Glock	17	9mm	BFKX798
177	Kimber	Custom Target II	.45 ACP	K484675
178	Extar	EP9	9mm	P06676
179	Smith and Wesson	SD9	9mm	FZT4494
180	Glock	23 Gen 4	.40 S&W	KPC827
181	Chinese- CN	SKS	7.62 x 39mm	12250943
182	Ruger	LCP II	.380 Caliber	380276154
183	Taurus	PT1911	.45 ACP	NIT06407
184	Beretta	92S	9mm	X44859Z
185	Taurus	PT111 G2 Millennium	9mm	TKT28922
186	Ruger	LCR Revolver	.357 Magnum	546-89813
187	Keltec	P3AT	.380 Caliber	LHB39
188	Bryco Arms	Model 38	.380 Caliber	109243
189	Stevens	86C	.22 LR	2094577
190	Colt	Government MK IV	.45 ACP	SS37690
191	Jiminez Arms	JA-380	.380 Caliber	391655
192	Taurus	Ultra-Lite Revolver	.38 Special	AN25799
193	Taurus	TH9	9mm	TMA09183
194	Glock	17	9mm	BBHF328
195	Beretta	92FS	9mm	BER184726
196	Taurus	G2C	9mm	TMA18154
197	SCCY	CPX	9mm	698200
198	ROHM	RG38S Revolver	.38 Special	207993
199	Bersa	Thunder 22	.22 LR	K61940
200	Taurus	G2C	9mm	TLP08742
201	Palmetto State Armory	PA15	Multi	SCD685702
202	Glock	19X	9mm	BSXY014
203	Hi-Point	C9	9mm	P1828951
204	Sig Sauer	P365	9mm	66B360886
205	Taurus	G3	9mm	ABH802668
206	Glock	22	.40 S&W	KNU590
207	Glock	19X	9mm	BURM162
208	Taurus	Spectrum	.380 Caliber	1F020625
209	Palmetto State Armory	PA15	Multi	P1062636
210	Glock	17	9mm	BBRG673
211	Smith and Wesson	12 Airweight Revolver	.38 Special	D379748
212	Glock	19	9mm	AFSG626
213	ROMARM/CUGIR	DRACO	7.62 x 39mm	DA-5372-15
214	RUGER	AR-556	Multi	850-61704
215	J.C. HIGGINS	Shotgun	16 GA	Unk
216	Smith and Wesson	SD40	.40 S&W	FDX9624

LOT #2: COURT CONDEMNED GUNS

#	MAKE/ MODEL/ CALIBER	SERIAL NUMBER
217	FIE Mod Titan .25 Cal Pistol	D847030
218	HI-Point Mod CF380 .380 Cal Pistol	P769462
219	Glock Mod 22 .40 Cal Pistol	WPC691
220	Taurus Mod Ultra-Lite .38 SPL Cal Revolver	DT47478
221	Kimber Mod Ultra Carry II .45 Cal Pistol	KU108982
222	Arminius .22 Cal Revolver	39376
223	Jiminez Arms Mod JA32 .32 Cal Pistol	124427
224	HI-Point Mod 9C 9mm Pistol	P1676766
225	Smith & Wesson Mod SD40VE .40 Cal Pistol	FXN7291
226	Taurus Mod The Judge .45/410 Cal Revolver	BU665146
227	Stevens Mod 15A .22 Cal Rifle	Unk.
228	Glock Mod 19 9mm Pistol	4225LAV
229	New Havenb Mod 600AT 12 Ga Shotgun	H338985
230	Rossi .357 Cal Revolver	BS626087
231	Mossberg Mod 190 16 Ga Shotgun	None
232	HI-Point Mod JHP .45 Cal Pistol	X4110060
233	Tapco 7.62 Cal Pistol	KE1372
234	Glock Mod 17 9mm Pistol	RVB611
235	Sig Sauer 5.56 Cal Rifle	JS034685
236	New Haven Mod 600AT 12 Ga Shotgun	H797154
237	Archangle .22 Cal Rifle	257-32909
238	Ruger Mod 10/22 .22 Cal Rifle	234-96514
239	RG Mod RG23 .22 Cal Revolver	T801708
240	Taurus Mod 738TCP .380 Cal Pistol	77107D
241	Taurus Mod PT 24/7 Pro DS 9mm Pistol	TBR39712
242	Smith & Wesson Mod SW40VE .40 Cal Pistol	RAU0519
243	Sccy Mod CPX-2 9mm Pistol	449006
244	EIG .38 SPL Cal Revolver	13509
245	Taurus Mod PT 111 G2 9mm Pistol	TKM42894
246	FIE Titan .25 Cal Pistol	B83630
247	Ruger Mod LC9 9mm Pistol	326-10987
248	Taurus Mod 85 .38 SPL Cal Revolver	K098305
249	Lorcin Mod L25 .25 Cal Pistol	291655
250	Taurus Mod PT 111 G2 9mm Pistol	T1074070
251	Bryco Arms Mod Jennings Nine 9mm Pistol	1481446
252	Beretta Mod 950 .25 Cal Pistol	B60090
253	Jennings Mod Nine 9mm Pistol	1416502
254	Taurus Mod PT140 PRO .40 Cal Pistol	SFM22893
255	H&R .22 Cal Revolver	AH61665
256	CDM .22 Cal Short Revolver	275459
257	Ruger Mod LCP .380 Pistol	378-78765
258	Rossi Mod 685 .38 SPL Cal Revolver	AA185651
259	Ruger Mod LCP II .380 Cal Pistol	380050429
260	Lorcin Mod L380 .380 Cal Pistol	265252
261	Taurus Mod PT111G2 9mm Pistol	TJN01576
262	Kel-Tec .22 Cal Pistol	WWBC88
263	H & R .22 Cal Revolver	AU045870
264	Smith & Wesson Mod SD9VE 9mm Pistol	FZD4811
265	Smith & Wesson Mod SW9M 9mm Pistol	KAA1784
266	Charter Arms Mod On Duty .38 SPL Cal Revolver	16-26321
267	Taurus Mod PT104 PRO .40 Cal Pistol	SCV91658
268	Glock Mod 17 9mm Pistol	AR526

269	Rossi Mod 885 .38 SPL Revolver	W194363
270	Iver Johnson Mod Cadet .38 Cal Revolver	G37138
271	Lorcin Mod L9mm 9mm Pistol	L121351
272	KSA Mod Crickett .22 Cal Rifle	735991
273	Smith & Wesson Mod M&P9 9mm Pistol	HKB2630
274	Smith & Wesson Mod 15 .38 Cal Revolver	K971617
275	Colt Mod SSA .45 Cal Blank Revolver	15L41069
276	Springfield Armory Mod XD40 .40 Cal Pistol	US159499
277	Remington Mod 550 .22 Cal Rifle	Unk.
278	Unk. Make or Model 12 Ga Rabbit ears DB Shotgun	Unk.
279	Taurus Mod PT145Pro .45 Cal Pistol	ND076444
280	Smith & Wesson Mod SD40VE .40 Cal Pistol	FZN0595
281	Heritage Mod Rough Rider .22 Cal Revolver	100452
282	Davis Industries Mod P380 .380 Cal Pistol	AP358308
283	Ruger Mod LCP 2 .380 Cal Pistol	380102694
284	New England Firearms Mod SBI 20 Ga Shotgun	NM283292
285	Winchester Mod 42 410 Ga Pump Shotgun	127997
286	Smith & Wesson .38 Cal Revolver	355902
287	HI-Point Mod JHP .45 Cal Pistol	X4241062
288	HI-Point Mod CF380 .380 Cal Pistol	P870740
289	HI-Point Mod C9 9mm Pistol	P1807582
290	Walther Mod CCP 9mm Pistol	WK004765
291	HI-Point Mod C9 9mm Pistol	P1880792
292	Taurus Mod PT738 .380 Cal Pistol	D092385
293	Nmarlin Mod 25N .22 Cal Rifle	6421871
294	Maverick Mod 88 12 Ga Pump Shotgun	MV094984
295	KEL-TEC .380 Cal Pistol	L1385
296	Davis Industries Mod P380 .380 Cal Pistol	AP497754
297	Rock Island Arms Mod 200 .38 SPL Cal Revolver	RIA1743861
298	Smith & Wesson Mod Airweight .38 SPL+P Cal Revolver	DAH8881
299	Clarke 1ST .32 Cal Revolver	782325
300	Glock Mod 19 9mm Pistol	YHG294
301	Taurus Mod PT111 G2 9mm Pistol	TKR70665
302	Titan .25 Cal Pistol	ED51502
303	Jimenez Arms Mod JA Nine 9mm Pistol	11553
304	Glock Mod 19 9mm Pistol	BETF540
305	Taurus Mod 709 Slim 9mm Pistol	TIS75663
306	Benelli Mod Super Black Eagle 12 Ga Shotgun	U150644
307	Iver Johnson's Mod X .22 Cal Rifle	10421
308	HI-Point Mod 995 9mm Rifle	B64755
309	Taurus Mod Ultra-Lite .38 Cal Revolver	TG52109
310	Charter Arms Mod Off Duty .38 Cal Revolver	1081354
311	Glock Mod 23 .40 Cal Pistol	EUE155US
312	TriStar Mod C-100 9mm Pistol	T6472-12AG02196
313	Sccy Mod CPX-1 9mm Pistol	22912
314	Taurus PT 111G2 9mm Pistol	TKN83436
315	Iver Johnson Mod 1911A1 .45 Cal Pistol	A000853
316	ATI .22 Cal Rifle Upper Receiver Only	14A49023
317	Rossi Mod 68 .38 SPL Cal Revolver	AA513062
318	World Arms .22 Cal Derringer	W2164
319	Beretta Mod 92FS Compact 9mm Pistol	BER720369
320	Kel-Tec Mod PF9 9mm Pistol	SJ528
321	Colt .32 Cal Pistol	480007
322	Century Arms Mod RAS47 7.62 Cal Rifle	RAS47866843

323	Smith & Wesson Mod SD40VE .40 Cal Pistol	FYE5196
324	Browning Mod A-Bolt .25-06 Cal Rifle	99029NX7C7
325	Israel Military Industry Mod 41/44 .44 Cal Pistol	95203105
326	Remington Mod 700 .270 Cal Rifle	C6333334
327	Bersa Mod BP9CC 9mm Pistol	E28926
328	Colt .32 Cal Pistol	311J24 or 311924
329	Taurus .357Mag Cal Revolver	Y1339742
330	Ruger Mod Security 9 9mm Pistol	381-44137
331	HI-Point Mod C9 9mm Pistol	P1579505
332	Smith & Wesson Mod M&P Shield 9mm Pistol	HVU8031
333	SNR .357 Cal Blank Revolver	17F6408
334	Walther Mod P22 .22 LR Pistol	Z108239
335	Smith & Wesson Mod Bodyguard .38 SPL+P Cal Revolver	CSX1899BG38
336	Beretta Mod 950 .25 Cal Pistol	G37525
337	Smith & Wesson Mod 637-2 Airweight .38 Cal Revolver	DBR1055
338	Titan Mod Tiger .38 Cal Revolver	831732
339	Glenfield Mod 30A 30-30-Cal Rifle	24017963
340	CVS Black Powder Unk Cal Revolver	Unk
341	Taurus Mod PT111G2 9mm Pistol	TJU94482
342	Charter Arms Mod Off Duty .38 SPL Cal Revolver	1001040
343	Springfield Armory Mod XD5 .45 Cal Pistol	S3331882
344	Savage Arms Mod 88 Series F 410 Ga Bolt Action Shotgun	B477718
345	Taurus Mod Ultra-Lite .38 Cal Revolver	IM6768 or IM6788
346	Sccy Mod CPX-1 9mm Pistol	681120
347	Interarms Mod 30MI 9mm Pistol	1837628
348	MAB Mod Automatique .25 Cal Pistol	66234
349	Glock Mod 19 9mm Pistol	BCHS805
350	Springfield/Savage Mod 67 Series E 410 Ga Pump Shotgun	C376276
351	Smith & Wesson Mod SD 40 VE .40 Cal Pistol	FXN8148
352	Glock Mod 19 9mm Pistol	TP680
353	Sig Sauer Mod P365 9mm Pistol	66A244468
354	Cobra Mod Patirot 9mm Pistol	*00220
355	Taurus Mod Raging Bull .44 Mag Revolver	FT633016
356	Stevens 16 Ga Shotgun	107B
357	Remington Mod 1100 Auto Shotgun	N768476M
358	Rossi Mod 352 .38SPL Cal Revolver	HP98093
359	Terni 7.35 Cal Bolt Action Rifle	V7993
360	Bersa Mod Thunder 380 .380 Cal Pistol	D94981
361	Cobra Mod CA-380 .380 Cal Pistol	CP050389
362	RG .38SPL Cal Revolver	10593
363	Interarms Mod PPH .380 Cal Pistol	N07163
364	Colt Mod Police Positive .38 Cal Revolver	82706
365	Taurus Mod The Judge 410/.45 Cal Revolver	KX334602
366	Ruger Mod LCR .22 Cal Revolver	1540-41890
367	Taurus Millennium Mod PT111G2 9mm Pistol	TKR83132
368	Ruger Mod LCP .380 Cal Pistol	371101300
369	HI-Point Mod C 9mm Pistol	P060545
370	Smith & Wesson Mod M&P Bodyguard .380 Cal Pistol	KEE438
371	Jimenex Arms Mod JA Nine 9mm Pistol	271165
372	Lorcin Mod L9mm 9mm Pistol	L050672
373	Ruger Mod LC9s 9mm Pistol	452-65120
374	Lorcin Mod L9mm 9mm Pistol	22162
375	Rossi Mod 461 .357Mag Cal Revolver	TK852043
376	H&R Mod733 .32 Cal Revolver	AF16217

377	RG Mod RG .22 Cal Revolver	328515
378	Savage Arms Mod 67 Series E n 20 Ga Pump Shotgun	E686716
379	Smith & Wesson .38 Cal Revolver	315182
380	Ruger Mod LCP .380 Cal Pistol	371887277
381	Cobra Mod CA-380 .380 Cal Pistol	CP019758
382	Ruger Mod LCP .380 Cal Pistol	371538184
383	Ruby Pistol Mod Liberty .32 Cal Pistol	43880
384	HI-Point Mod C9 9mm Pistol	P1293381
385	Alfa .32 Cal Revolver	None
386	Rohm .22 Cal Revolver	87849
387	Smith & Wesson Mod 37 .38 SPL Cal Revolver	J68257
388	Sccy Mod CPX-2 9mm Pistol	674625
389	Harrington & Richardson Mod Premier .22 Cal Revolver	496463
390	Ruger Mod LCP .380 Cal Pistol	371233568
391	Smith & Wesson M&P Shield .40 Cal Pistol	HML3705
392	Smith & Weson Mod 3913 9mm Pistol	TFN7073
393	Clarke 1ST .32 Cal Revolver	793632
394	High Point Mod 9C 9mm Pistol	P173053
395	Taurus Mod. PT1911 .45 Cal Pistol	NBR24270
396	EICOL Mod Jackal Duel Compact 9mm Blank Pistol	EJCI-18100032
397	Glock Mod 23 .40 Cal Pistol	SHT087
398	Cobra .380 Cal Derringer	CT118550
399	Smith & Wesson .38 Cal Revolver	164218
400	Bryco Arms Mod 48 .380 Cal Pistol	581295
401	Bryco Arms Mod 25CA .25 Cal Pistol	1572952
402	Cobra Mod CB9 9mm Derringer	CT131670
403	Smith and Wesson 586 Revolver .357 Magnum	AUB8628
404	RUGER LCP WITH BLUE PATTERN .380 caliber	371526073
405	BERETTA MOD 950BS W/ MAGAZINE IN MANUFACTURER BOX .25 CALIBER	BER74367V
406	Heritage Rough Rider 22 Revolver	I51686
407	Reck R14 Revolver .22 Caliber	53951
408	Black, Taurus .357 Magnum Revolver	EY52953
409	SCCY CPX-1 TWO TONE 9MM Pistol	782859
410	Hi-Point C9 pistol 9MM	P1701941
411	SMITH & WESSON SD9 9mm	FZW2575
412	Taurus PT111 G2 9mm	TKN21433
413	GLOCK 33 GEN 4 PISTOL .357 Magnum	XLY594
414	SIG SAUER (SIG-ARMS) SP2022 9MM	24B110949
415	COLT 01091Z 4TH ALABAMA 1-167TH INFANTRY BROWN SILVER 1911 Handgun .45 ACP	4ALO24
416	Smith and Wesson SD40 handgun .40 caliber	FBF8508
417	GLOCK 19X 9mm	BHKS454
418	BERETTA P92FS Pistol in case 9mm	BER244668Z
419	IVER JOHNSON CADET BLACK REVOLVER WITH WOODEN GRIPS .38 SPECIAL	G1170
420	SILVER TAURUS PT 638 PRO SA .380 CALIBER	KER29485
421	WOODEN GRIP ROSSI .38 SPECIAL REVOLVER	D889542
422	BERSA THUNDER 380 W/ MISSING GRIP.380 CALIBER	444897
423	Smith and Wesson Model 32 Revolver w/ brown handle .32 Caliber	32409
424	Taurus Model 66 Revolver .357 Magnum	ZH418236
425	Taurus PT 638 Pro SA pistol .380 caliber	KDY01905
426	Taurus 709 Slim 9mm	TKP12402
427	IVER JOHNSON U.S. REVOLVER CO. BREAK DOWN REVOLVER .38 caliber	83102
428	FN 509 9mm pistol	GKS0084719
429	Keltec P-32 pistol .32 caliber	49406
430	GREY / SILVER TAURUS SPECTRUM .380 HANDGUN	1F053455

431	Smith and Wesson SW40 .40 caliber	PAJ4033
432	TAURUS 856 CH REVOLVER .38 SPECIAL	MT90903
433	Rossi M971 Revolver .357 Magnum	F130283
434	TAURUS G2C PISTOL 9mm	TMS54587
435	RUGER LC9 9MM	320-89631
436	Smith and Wesson 10-6 Revolver .38 Special	C995813
437	Beretta PX4 Storm 9mm	PX289854
438	Glock 19 Pistol 9mm	DEN567US
439	SMITH AND WESSON SD9VE PISTOL 9mm	FYB9404
440	HiPoint C9 Pistol 9mm	P10045465
441	Smith and Wesson Governor Revolver .45 ACP/ .410	CTC0579
442	Smith and Wesson SD40 VE .40 caliber	FZV5099
443	Raven Arms P25 .25 Caliber	110112
444	Taurus PT709 Slim Pistol 9mm	TIY65796
445	KEL-TEC PISTOL .380 caliber	L8630
446	Smith and Wesson M&P Shield 9mm	HNL4512
447	American Tactical Titan M1911 .45 ACP	TB115667
448	Glock 27 Pistol .40 caliber	BCYL233
449	Smith and Wesson 4046TSW Pistol .40 Caliber	VJL5450
450	Smith and Wesson Bodyguard Pistol .380 Caliber	KDP1435
451	Walther Arms PPS Pistol 9mm	AX0779
452	JIMINEZ ARMS J.A. 22 .22 Caliber	1275526
453	Jiminez Arms J.A. Nine 9mm	326271
454	Beretta 21A Pistol .22 Caliber	BCS28451U
455	SCCY CPX-1 handgun 9mm	454683
456	TAURUS PT140 G2 .40 CALIBER	SMA74940
457	Kimber Micro Carry with wooden handle pistol .380 Caliber	M0017453
458	Smith and Wesson SD40 handgun .40 caliber	HER6666
459	Taurus PT709 Slim Pistol 9mm	TJU61419
460	Keltec PF-9 Pistol 9mm	SP363
461	HECKLER AND KOCH VP9 Pistol 9mm	224162520
462	BERETTA 92FS Pistol 9mm	X33673Z
463	Smith and Wesson M&P Shield .40 Caliber	JFC4068
464	Iver Johnson Hammerless Revolver .38 Special	48731
465	Glock 19 Pistol 9mm	MYB209
466	Rohm RG 23 REVOLVER w/ BROWN GRIP .22 Caliber	T803429
467	Glock 26 9mm	KCK084
468	Cobra CA-380 Pistol .380 Caliber	CP098723
469	COBRA ENT., INC./KODIAK IND. CA380 PISTOL W/ PINK HANDLE .380 Caliber	CP043213
470	Smith and Wesson 38 Black Revolver .38 Special	CCC9191
471	Glock 17 Pistol in case 9mm	GYT478
472	CHARTER ARMS Lavender Lady Revolver .38 Special	1605546
473	ASTRA/ FIRECAT .25 ACP	881467
474	SMITH & WESSON/ UNK REVOLVER .38 SPECIAL	94408
475	Smith and Wesson/ UNK REVOLVER .38 SPECIAL	CWB6418
476	Pink, Cobra CA-380 Pistol in blue case .380 caliber	CP048935
477	CHARTER ARMS UNDERCOVER REVOLVER .38 SPECIAL	578785
478	ANDERSON MANUFACTURING AM-15 .223/5.56	19108204
479	AMERICAN TACTICAL IMPORTS - ATI OMNI HYBRID MAXX .223/5.56	NS349993
480	CANIK TP9SF HANDGUN 9MM	20AT23412
481	Taurus G3 Pistol 9MM	ACE848523
482	MASTERPIECE ARMS DEFENDER MPA30 HANDGUN 9MM	FX22599
483	TAURUS MODEL R351 REVOLVER .38 SPECIAL	YF86612
484	Smith and Wesson 10-10 .38 Special Revolver	CCJ9332

485	Smith and Wesson 10-10 .38 Special Revolver	CBF5752
486	Remington Model 870 Magnum 12 Gauge Shotgun	A080265M
487	Remington Model 870 Magnum 12 Gauge Shotgun	X216904M
488	Remington Model 870 Magnum 12 Gauge Shotgun	W872682M
489	Remington Model 870 Magnum 12 Gauge Shotgun	W892387M
490	Remington Model 870 Police Magnum 12 Gauge Shotgun	A153243M
491	Remington Model 870 Police Magnum 12 Gauge Shotgun	AB642126M
492	Remington Model 870 Police Magnum 12 Gauge Shotgun	AB642130M
493	Remington Model 870 Police Magnum 12 Gauge Shotgun	B618297M
494	Remington Model 870 Police Magnum 12 Gauge Shotgun	B689990M
495	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697066M
496	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697108M
497	Remington Model 870 Police Magnum 12 Gauge Shotgun	B697112M
498	Remington Model 870 Police Magnum 12 Gauge Shotgun	C174336M
499	Remington Model 870 Police Magnum 12 Gauge Shotgun	C645371M
500	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839406M
501	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839416M
502	Remington Model 870 Police Magnum 12 Gauge Shotgun	C839448M
503	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879324M
504	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879344M
505	Remington Model 870 Police Magnum 12 Gauge Shotgun	C879357M
506	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS55142U
507	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS58739U
508	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS70251Y
509	Remington Model 870 Police Magnum 12 Gauge Shotgun	RS87849X
510	Remington Model 870 Police Magnum 12 Gauge Shotgun	X182134M
511	Remington Model 870 Police Magnum 12 Gauge Shotgun	B692910M
512	Remington Model 870 Wingmaster 12 Gauge Shotgun	T011253V
513	Remington Model 870 Wingmaster 12 Gauge Shotgun	T670824V
514	Remington Model 870 Wingmaster 12 Gauge Shotgun	V186893V
515	Remington Model 870 Wingmaster 12 Gauge Shotgun	W215255V
516	Remington Model 870 Wingmaster 12 Gauge Shotgun	W222137V
517	Remington Model 870 Wingmaster 12 Gauge Shotgun	W224031V
518	Remington Model 870 Wingmaster 12 Gauge Shotgun	W226084V
519	Remington Model 870 Wingmaster 12 Gauge Shotgun	V601854
520	Remington Model 870 Wingmaster 12 Gauge Shotgun	T209790V
521	Remington Model 870 Wingmaster 12 Gauge Shotgun	S994136V
522	Remington Model 870 Wingmaster 12 Gauge Shotgun	T660390V

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Amount of Contract:
100,000

Funding Source

ATTACHMENTS:
1. City-Cruise Marketing

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services Contract with the Mobile Convention and Visitors Corporation, dba Visit Mobile, in an amount Not-to-Exceed $100,000.00 for use in advertising and promotional services for Fiscal Year 26, 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

(HEREINAFTER "AGREEMENT")

This **Agreement** made and entered into this _____.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Consultant**: MOBILE CONVENTION AND VISITORS CORPORATION
d/b/a VISIT MOBILE
P.O. Box 204
Mobile, Alabama 36601

City of Mobile Business License No.: 67535

Secretary of State Registration No.: 000-066-073

For the following **Project**: FY26 Advertising & Promotional Services

Project Number: CT-2026-001

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated October 1, 2025.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written

authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Chief of Administrative Services or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Mobile Convention & Visitors Corporation
Address:	1 South Water Street, Mobile, AL 36602
Phone Number:	Direct: 251-208-2008 Cell: 251-550-0545
Email address:	jgarraway@mobile.org
Name:	Jay Garraway
Title:	Vice President of Finance & Administration

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Three Hundred and Sixty-Five(365) calendar days from the date of the written Notice to Proceed, retroactive to the first day of the Fiscal Year 2026. Key Performance Indicators (KPIs) shall include: 1) Website Pageviews; 2) Cruise Referrals to Carnival Website; 3) Engagement (Time on Page, Scroll Depth); 4) Partner Referrals; 5) Booking Widget Submissions; 6) Paid Media Metrics (CTR,CPC, Impressions), & 7) Organic Search Growth (Keyword Rankings, Blog Engagement).

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's

agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.6 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.7 Payments will be made to the Consultant on a quarterly basis in arrears as invoices are provided to the City of Mobile, Alabama Cruise Terminal Director for review and approval.

4.1 INSURANCE

For the term of this Agreement, 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 be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 policy limit

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, ($1,000,000), personal and advertising injury ($1,000,000), employee theft ($250,000), damage to rented premises ($100,000), medical expenses (any one person) ($5,000), specifically covering the obligations assumed by Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage / General Aggregate: $2,000,000.

3. General Aggregate Limit shall apply on a "Per Location" Basis.

C. Automobile Liability Insurance:

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

D. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

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

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within 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.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated October 1, 2025;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

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 Consultant on this form. Notice to the City shall be addressed 201 South Water Street, Mobile, Alabama 36602. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract and shall not be responsible for services rendered by Consultant outside of the terms of this agreement or before its execution and retroactive date.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

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

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to 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.

13.1 NON-AGENCY CLAUSE

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

Spiro N. Cheriogotis, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT:
Mobile Convention & Visitors Corporation

By Signature

David Clark, President / CEO
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared DAVID CLARK as President/CEO of Mobile Conv. & Vis. Bureau 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 said corporation on the day the same bears date.
Sworn to and subscribed for me this 15th day of May, 2026.

Virginia C. Jackson
NOTARY PUBLIC
My Commission Expires: _____

STATE OF NOTARY PUBLIC ALABAMA
VIRGINIA C. JACKSON
My Commission Expires
March 19, 2028

BORN TO CELEBRATE

October 1, 2025

Ms. Sheila Gurganus
Mobile Alabama Cruise Terminal Director
201 South Water Street
Mobile, AL 36602

Re: Marketing Agreement – Cruising from Mobile (Carnival Cruise Lines)

Dear Ms. Gurganus:

The purpose of this letter is to formalize the agreement between the City of Mobile (the "City") and the Mobile Convention & Visitors Corporation, who does business as Visit Mobile ("Visit Mobile") for a cooperative marketing campaign to promote cruising from Mobile on Carnival Cruise Lines.

Visit Mobile will plan and execute campaign activities reasonably designed to increase awareness and drive bookings for Carnival Cruise Lines sailings departing from the Port of Mobile. Please see the attached Simpleview Strategy & Insights Team, Visit Mobile, Cruise from Mobile, Campaign Brief for more information on our plan.

The City portion of the campaign will not exceed $100,000 (the "City Campaign Budget"), unless otherwise authorized in writing by the City.

The City will reimburse Visit Mobile on a quarterly basis, not to exceed $25,000 per quarter, based on supporting documentation (invoices, contracts, marketing analytics, etc.) submitted by Visit Mobile.

This agreement is effective as of October 1, 2025, and will remain in effect through September 30, 2026.

If there is any additional information we can provide to solidify this agreement please let us know.

Sincerely,

Jay Garraway

Jay Garraway
Vice President of Finance & Administration

simpleview STRATEGY & INSIGHTS TEAM
Strategist: Cayleigh Tomlinson • cayleigh.tomlinson@granicus.com

Visit Mobile

Cruise From Mobile

Campaign Brief

Project Timeline

Evergreen

Executive Summary

The Evergreen Cruise from Mobile campaign aims to drive awareness of Mobile's cruise port and ships, increase bookings to Carnival Cruise Lines, and bring in overnight stays and in-market spend to Mobile, AL. The campaign uses multiple marketing channels, including Display advertising to travelers with interest in cruises for awareness messaging and cross-targeting these audiences through Social Media (Meta) and Google Performance Max to reach users in the consideration phase. The landing page informs users about cruising from Mobile, and key conversions include referrals to Carnival Cruise Lines booking page. Additionally, during key booking months, re-targeting users who have previously visited the Cruises page with Meta ads highlighting the Cruise and Package deals in-market serves to re-engage users and increase time in-market and economic impact.

Objectives

Primary:

- Increase cruise bookings and interest for Mobile as a port
- Increase overnight stays & in-market spend in Mobile from cruise travelers

Secondary:

- Increase click-throughs to hotel and attractions deals for cruisers

KPIs:

- Website Pageviews
- Cruise Referrals to Carnival Website
- Engagement (Time on Page, Scroll Depth)

- Partner Referrals (Hotels, Attractions, Events)
- Booking Widget Submissions
- Paid Media Metrics (CTR, CPC, Impressions)
- Organic Search Growth (Keyword Rankings, Blog Engagement)

Target Audience

Geographic:
United States

Audience Segments:

- New and returning visitors
- Couples, families , solo travelers
- Ages 18+
- All genders
- Interests: Travel, cruises

Budget & Channels Allocation

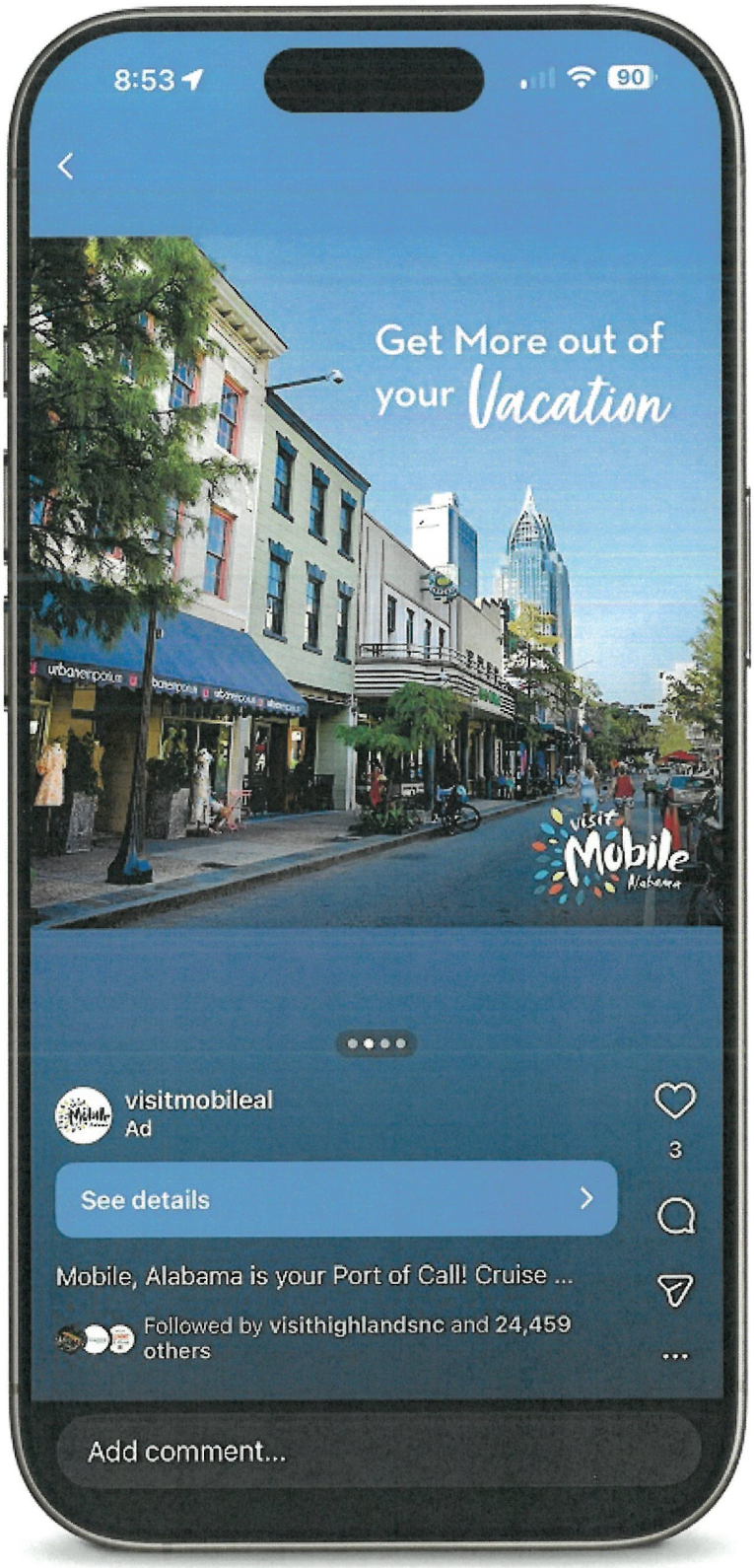
- $133,750 (for FY26 Oct 2025 - Sept 2026)
    - Display $64,000
    - Meta $44,000
    - Google / Performance Max $36,000
    - Meta Re-targeting $2,000

FY2025 Key Conversion Metrics

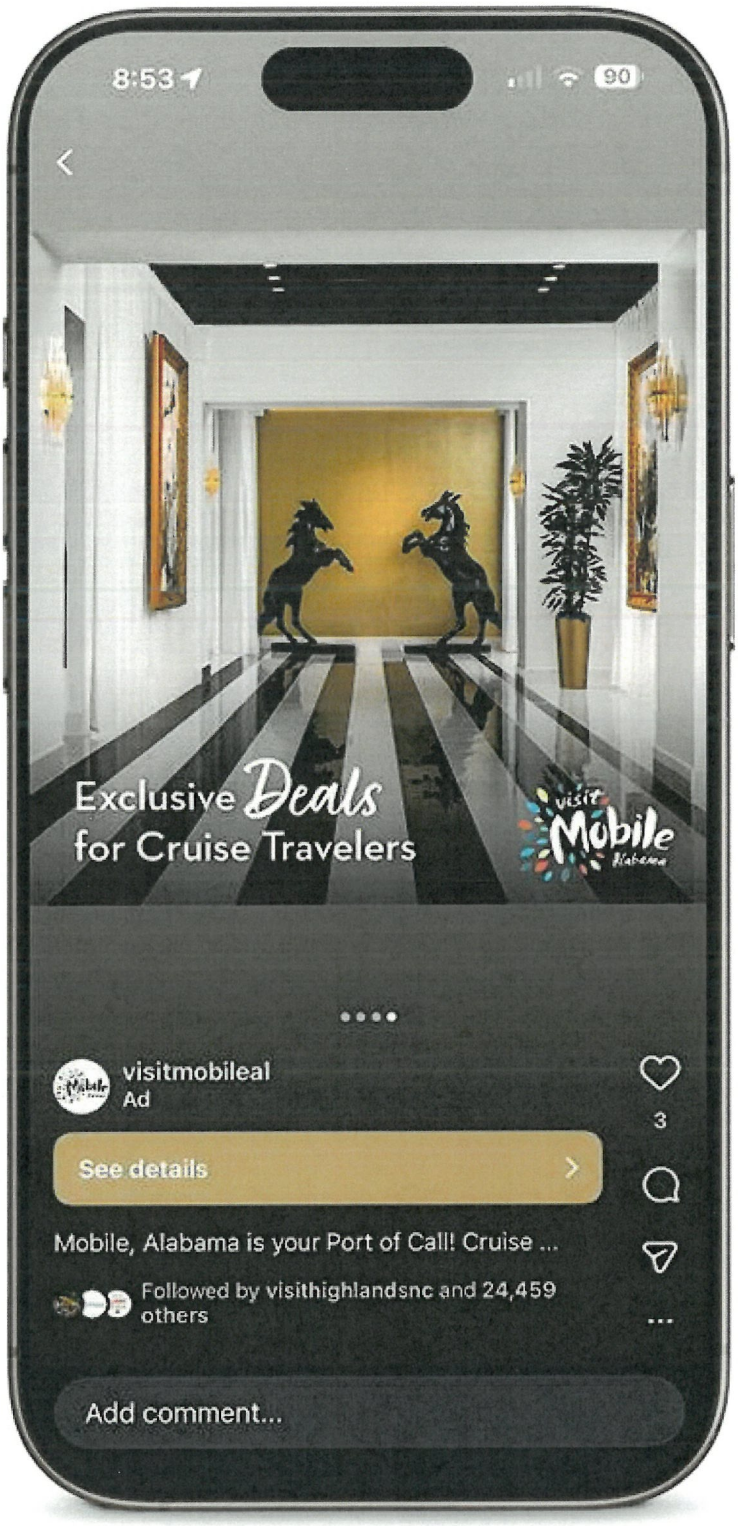
- 39,784 Cruise Referrals
- 315,779 Sessions to all Cruise pages
- 251,363 Active Users to all Cruise pages
- 64% Engagement Rate on all Cruise pages

Ad Creative Examples


8:53
90
Cruise to the
Caribbean
visitmobileal
Ad
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
3
Add comment...


8:53
90
Get More out of your Vacation
visit Mobile Alabama
visitmobileal
Ad
3
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
Add comment...


8:53
90
Easy to Reach,
Ready to Cruise
visit Mobile
Alabama
visitmobileal
Ad
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
3
Add comment...


8:53
90
Exclusive Deals
for Cruise Travelers
visit Mobile Alabama
visitmobileal
Ad
3
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
Add comment...

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454608

Approved by:

Employer	
Mobile Convention & Visitors Corporation	
Name (Please Type or Print) James A Garraway Jr	**Title**
Signature Electronically Signed	**Date** 09/27/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/27/2019

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454608

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mobile Convention & Visitors Corporation
Company Facility Address	1 South Water Street Mobile, AL 36602
Company Alternate Address	PO Box 204 Mobile, AL 36601
County or Parish	MOBILE
Employer Identification Number	630968703
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Client#: 821584 59MOBILCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Chris Wilkinson	
McGriff, a MMA LLC Company 433 E. Center St., 2nd Floor Kingsport, TN 37660 423 247-7181	PHONE (A/C, No, Ext): 423 247-7181	FAX (A/C, No): 888-751-3009
	E-MAIL ADDRESS: Chris.Wilkinson@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WestGUARD Insurance Company	11981
INSURED Mobile Convention & Visitors Corp P O Box 204 Mobile, AL 36601	INSURER B : National Liability and Fire Ins Co	20052
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	C1GP708986	01/22/2026	01/22/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	C2GP706103	01/22/2026	01/22/2027	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC20266059701	01/22/2026	01/22/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) 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	Employe Theft			C1GP708986	01/22/2026	01/22/2027	$250,000	
A	Professional Liab	X	X	C1GP708986	01/22/2026	01/22/2027	$1,000,000/$3,000,000	

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

Project Title FY26 Advertising & Promotional Services
Project #CT-2026-001
City of Mobile is included as an additional insured in respects to general liability, and automobile liability. All policies except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Post Office 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

Stephen E Harville

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DESCRIPTIONS (Continued from Page 1)

in favor of City of Mobile with respects to general liability, automobile liability, and workers compensation and employers liability. 30 day notice of cancellation, non-renewal or materal change shall apply except 10 day notice for non payment of premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
C1GP708986	04/20/2026	AmGUARD Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Mobile Convention & Visitors Corp PO Box 204 Mobile, AL 36601	McGriff Insurance Services Inc - Mobile 41 West I-65 Service Rd N Ste 200 Mobile, AL 36608

COVERAGE PARTS AFFECTED

Commercial General Liability
Commercial Professional Liability

CHANGES

The following is added as additional insured and waiver of subrogation per the attached forms

City of Mobile
Post Office Box 1827
Mobile, AL 36633

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):
City of Mobile Post Office Box 1827 Mobile, AL 36633
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 acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Name of Person(s) or Organization(s):
City of Mobile Post Office Box 1827 Mobile, AL 36633

The "Who is an Insured" section of each coverage form is amended to include as an insured the following person(s) or organization(s) shown in the Schedule above, but only to the extent of liability arising in whole or in part from your negligence.

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.

With respect to the insurance afforded to the additional insureds shown in the Schedule above, the following is added to the Limits Of Insurance section of each coverage form:

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.

All other terms and conditions of this policy remain the same.

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:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Mobile Post Office Box 1827, Mobile, AL 36633
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.

N) BLANKET ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING - BY CONTRACT, AGREEMENT OR PERMIT

1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:

a) currently in effect or becoming effective during the term of this policy; and

b) executed prior to the "bodily injury," "property damage," "personal and advertising injury.

2) This insurance provided to the additional insured by this endorsement applies as follows:

a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:

(1) Premises you own, rent, lease, or occupy, or

(2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.

b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

a) 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 site 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 on or at the same project.

b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – Limits of Insurance, paragraph **2.** is deleted and replaced by the following:

2. The most we will pay for all damages and medical expenses combined attributable to ongoing operations at any and all locations, regardless of the number of locations, insureds, claims made, "suits" brought, or persons or organizations making claims or bringing "suits" is a Maximum General Policy Aggregate Limit equal to $10,000,000.

P) BLANKET SPECIAL EVENTS

This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all special events hosted or operated by the named insured. However, this insurance does not apply to the following EXCLUDED EVENTS:

a) Parades

b) Aircraft

c) Motorcycle runs and automobile rallies

d) Fireworks

e) Firearms

f) Animals other than domesticated household pets

g) Carnivals and fairs with mechanical rides

h) Concerts

i) Events including contact sports

j) Rodeos

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
C2GP706103	05/05/2026	AmGUARD Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Mobile Convention & Visitors Corp PO Box 204 Mobile, AL 36601	McGriff Insurance Services Inc - Mobile 41 West I-65 Service Rd N Ste 200 Mobile, AL 36608

COVERAGE PARTS AFFECTED

Commercial Auto

CHANGES

The following is added as additional insured per the attached form:

City of Mobile
Post Office Box 1827
Mobile, AL 36633

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

POLICY NUMBER: C2GP706103

COMMERCIAL AUTO
CA 20 48 10 13

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:
Mobile Convention & Visitors Corp

Endorsement Effective Date:
05/05/2026

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Mobile
Post Office Box 1827
Mobile, AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: C2GP605067

COMMERCIAL AUTO
CA 04 44 10 13

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: Mobile Convention & Visitors Corp

Endorsement Effective Date: 01/22/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
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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Workers' Compensation and Employer's Liability Policy

National Liability & Fire Insurance Company

Renewal of: WC-2025-60597-00
NAIC #/Type: 19054/Stock
Policy #: WC-2026-60597-00

Policy Information & Declarations Page

1 Named Insured and Mailing Address

MOBILE CONVENTION & VISITORS CORP.
P.O. BOX 204
MOBILE, AL 36601

Other workplaces not shown above: See attached SCHEDULE OF LOCATIONS

Federal Employer's ID	63-0968703	**Phone:**	(251) 208-2008
Risk ID Number	010417627	**Fax:**	
Insured is (legal entity)	C Corporation	**Contact:**	JAY GARRAWAY

2 Policy Period

From, 01/22/2026 to, 01/22/2027 12:01 AM, standard time at the Insured's mailing address.

3 Coverage

A. Workers' Compensation Insurance - **Part One** of the policy applies to the Workers' Compensation Law of the following states:
AL SC TX

B. Employers Liability Insurance -**Part Two** of the Policy applies to work in each of the states listed in item 3A. The limits of our Liability under Part Two are:

Bodily Injury by Accident	(each accident)	$	1,000,000
Bodily Injury by Disease	(policy limit)	$	1,000,000
Bodily Injury by Disease	(each employee)	$	1,000,000

C. Other States Insurance - **Part Three** of this policy applies to the following states, except any state listed in item 3A., and the states of North Dakota, Ohio, Washington, and Wyoming.
AL AR FL GA IN KY LA MO MS NC SC TN TX VA

D. This policy includes these endorsements and schedules:
WC 00 00 00 C WC 00 03 13 WC 00 04 04 WC 00 04 06 A WC 00 04 14 A WC 00 04 21 F WC 00 04 22 C WC 00 04 24 WC 00 04 25 WC 01 04 01 WC 39 06 01 WC 42 03 01 L WC 42 03 05 A WC 42 03 08 WC 42 03 10 WC 42 04 07 WC AL NOTICE WC DISPUTE NOTICE AL WC DISPUTE NOTICE SC WC DISPUTE NOTICE TX WC E-DOC NOTICE

4 Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

Total Estimated Annual Premium (See Page 2)	**$**	**3,503**

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com

4 Premium (continued)

Classification	Rate Basis	State	Code No	Premium Basis Total Estimated Annual Remuneration	Rate Per $100	Estimated Annual Premium
WAIVER OF SUBROGATION	01/22/2026	AL	0930P	1.00	250.000	$ 250
SALESPERSONS, COLLECTORS OR MESSENGERS -OUTSIDE	01/22/2026	AL	8742	556,645.00	0.234	$ 1,303
CLERICAL OFFICE EMPLOYEES NOC	01/22/2026	AL	8810	1,222,686.00	0.103	$ 1,259
Premium for Employer Liability Increased Limits Part Two:				$ 1,779,332.00	1.40%	$ 39
Balance to Employer Liability Increased Limits Minimum Premium:	$	25.00				$ 0
Deductible Credit:	$	NONE			%	$ 0
Drug-Free Workplace Premium Credit:					0.000%	$ 0
Total Premium SUBJECT to Experience or Merit Modification:						$ 2,851
Premium MODIFIED to reflect Experience or Merit Modification of:					1.000	$ 0
Schedule Credit:					17.000%	$ -485
Balance to Minimum Premium:	$	0				$ 0
Premium Discount (if applicable):					0.0%	$ 0
Terrorism per $100 Payoll:					0.733%	$ 130
Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll:					1.47%	$ 261
Expense Constant:						$ 340
Tax Amount:	$	0.00			%	$ 0
ESTIMATED PREMIUM PER STATE:						$ 3,097
SALESPERSONS, COLLECTORS OR MESSENGERS -OUTSIDE	01/22/2026	SC	8742		0.292	$ 0
Premium for Employer Liability Increased Limits Part Two:				$	1.40%	$ 0
Balance to Employer Liability Increased Limits Minimum Premium:	$	0.00				$ 0
Deductible Credit:	$	NONE			%	$ 0
Drug-Free Workplace Premium Credit:					0.000%	$ 0
Total Premium SUBJECT to Experience or Merit Modification:						$ 0
Premium MODIFIED to reflect Experience or Merit Modification of:					1.000	$ 0
Schedule Credit:					17.000%	$ 0
Balance to Minimum Premium:	$	406				$ 406
Premium Discount (if applicable):					0.0%	$ 0
Terrorism per $100 Payoll:					0.810%	$ 0
Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll:					1.62%	$ 0
Expense Constant:						$ 0
Tax Amount:	$	0.00			%	$ 0
ESTIMATED PREMIUM PER STATE:						$ 406
SALESPERSONS, COLLECTORS OR MESSENGERS-OUTSIDE	01/22/2026	TX	8742		0.100	$ 0

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com

Premium for Employer Liability Increased Limits Part Two:		$	1.40%	$ 0
Balance to Employer Liability Increased Limits Minimum Premium:	$ 0.00			$ 0
Deductible Credit:	$ NONE		%	$ 0
Drug-Free Workplace Premium Credit:			0.000%	$ 0

Total Premium SUBJECT to Experience or Merit Modification:			$ 0
Premium MODIFIED to reflect Experience or Merit Modification of:		1.000	$ 0
Schedule Credit:		17.000%	$ 0
Balance to Minimum Premium:	$ 0		$ 0

Premium Discount (if applicable):		0.0%	$ 0
Terrorism per $100 Payoll:		3.34%	$ 0
Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll:		No Charge	$ 0
Expense Constant:			$ 0
Tax Amount:	$ 0.00	%	$ 0
ESTIMATED PREMIUM PER STATE:			$ 0

Total Estimated Annual Premium:	**$ 3,503**

AGENCY
MCGRIFF, A MARSH & MCLENNAN AGENCY LLC C
(251) 438-9800 (main) (888) 751-3021 (fax)

COUNTERSIGNED BY: _____
(AUTHORIZED AGENT)

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. S Williams

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 Sarnae Williams, 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

AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED "ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES".

Sponsored by: City Councilmembers Ben Reynolds, (D4), and Josh Woods, (D6)

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled "Alabama Construction Trade Academy Fund Fees" and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars ($20.00) levied on every building permit, mechanical permit, plumbing permit, electrical permit or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

(1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

(2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.

(3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury's Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.

(4) This subsection shall have an effective date of October 1, 2026.

(5) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2031.

Adopted:

_____
City Clerk

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 20, 2026

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 April 28th meeting of the City Council.

   a) The Public Hearing date is proposed for June 2, 2026.

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) May 6 - Legal
   b) May 13 – Legal and Display
   c) May 20 - Legal

3) **Ordinance.** This is the 32-page ordinance for the City Clerk's signature with the proposed amendments to the January 20, 2026 City Council-adopted Downtown Development District regulations [*ordinance 64-058-2025*].

   a) Please note on the last page that the effective date is July 20, 2026, which coincides with the effective date of the January 20, 2026 amendments.

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:

A. Call for Public Hearing. On March 19, 2026, 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 "A" attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/2buRd8hPS_A?si=gNN3th1lb9E5f29t&t=2724

B. 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 "B" attachments 1-5*).

C. Proposed Amendments. The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's April 16, 2026 meeting (*item "C" attachment*).

D. Proposed Amendments – Redline. A "redline" version of the January 20, 2026 version adopted by the City Council (*ordinance 64-058-2025*) with the proposed amendments (*item "D" attachment*).

E. Public Hearing and Recommendation. On April 16, 2026, 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. The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council.

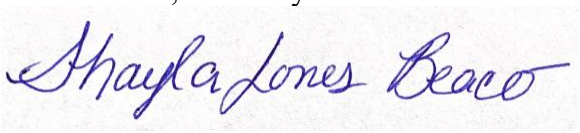
a) A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item "E" attachments*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/II-SW5Rz0FU?si=sc_NqAGhdZ6hBTRc&t=2769

F. Document. One (1) hardcopy delivered by hand of the entire Downtown Development District regulations with the amendments approved by the Planning Commission at their April 16, 2026 meeting (*item "F" attachment*).

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
Chief, Building & Planning

SJB:bh
Attachments

Attachment

1

41-_____ **2026**

Sponsored by: Mayor Spiro N. Cheriogotis

RESOLUTION CALLING FOR PUBLIC HEARING

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

Attachment

2

Publication notes:
Legal Ad: May 6, May 13 and May 20, 2026.
Display Ad, minimum quarter page: May 13, 2026.

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 10:30 a.m. on **Tuesday, June 2, 2026**, 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, May 27, 2026**.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The 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.

Attachment

3

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 **Downtown Development District** regulations 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), as amended be, and the same hereby is, amended as follows:

SECTION ONE:

A. Section 1. General Provisions, paragraph **D.2.** is hereby amended so that it now reads in its entirety as follows:

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in *Section 9.B, Definitions*, and definitions in the UDC. The definitions in *Section 9.B* shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

B. Section 2. Administrative Procedures, paragraph **B.1.(c)(1)** is hereby amended so that it now reads in its entirety as follows:

(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, *including any administrative deviations approved in accordance with subsection (d) below*.

C. Section 2. Administrative Procedures, paragraph **B.1.(c)(3)** is hereby amended so that it now reads in its entirety as follows:

(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 *Section 2.B.6, Variance*.

D. Section 2. Administrative Procedures, paragraph **B.1.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Administrative Deviations

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

E. Section 2. Administrative Procedures, paragraph **B.1.(e)** is hereby amended so that it now reads in its entirety as follows:

(e) 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.

F. Section 2. Administrative Procedures, paragraph **B.1.(f)** is hereby added so that it now reads in its entirety as follows:

(f) 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.

G. Section 3. Zoning Sub-Districts, paragraph **A.1.** is hereby amended so that it now reads in its entirety as follows:

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

H. Section 3. Zoning Sub-Districts, paragraph **A.1.**, **Table 64-15-3.1** is hereby renamed and amended so that it now reads in its entirety as follows:

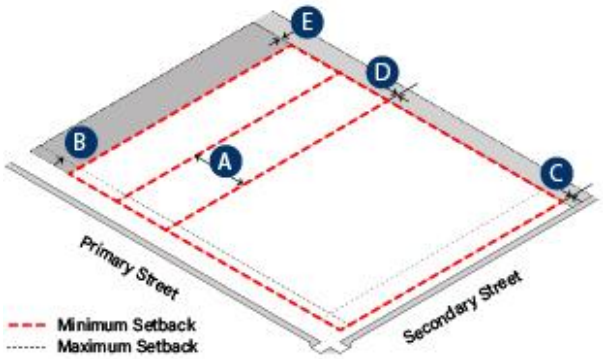
***Table 3.1:* Zoning Sub-Districts Established**	
District	**Name**
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	*SD: Special District*

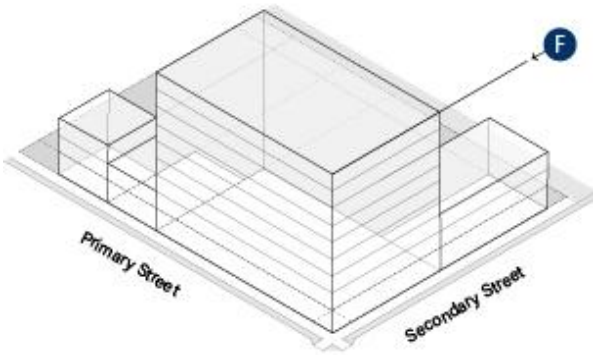
I. Section 3. Zoning Sub-Districts, paragraph **A** is hereby amended to add a new subsection **5** so that it now reads in its entirety as follows:

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

J. Section 3. Zoning Sub-Districts, paragraph **B.2.(e)**, **Table 3.2** is hereby amended so that it now reads in its entirety as follows:

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
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
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 [1]
Parking structure		*80 feet [4]*
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

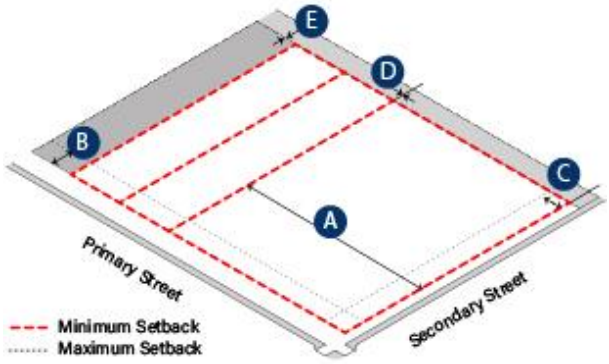
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

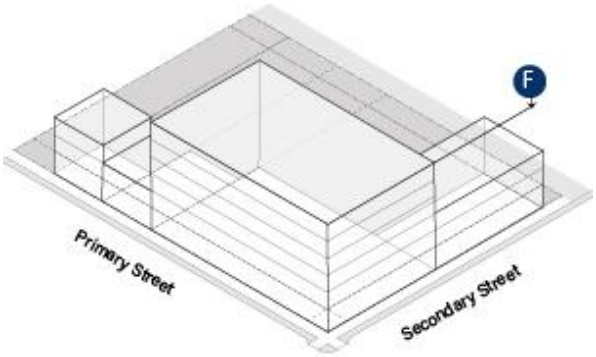
[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

K. Section 3. Zoning Sub-Districts, paragraph **B.3.(f) Additional Standards** is deleted in its entirety.

L. Section 3. Zoning Sub-Districts, paragraph **B.3.(e)**, **Table 3.3** is hereby amended so that it now reads in its entirety as follows:

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 [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), 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	5 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. *See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.*

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

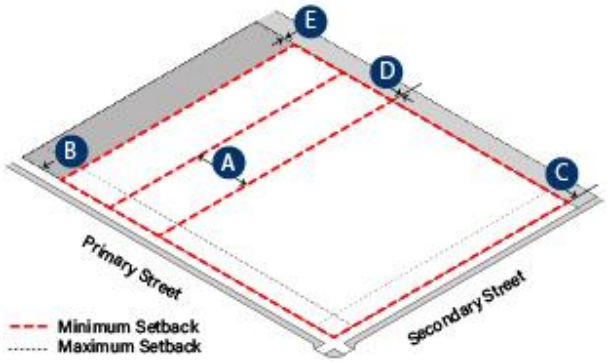
M. Section 3. Zoning Sub-Districts, paragraph **B.4.(a)** is hereby amended so that it now reads in its entirety as follows:

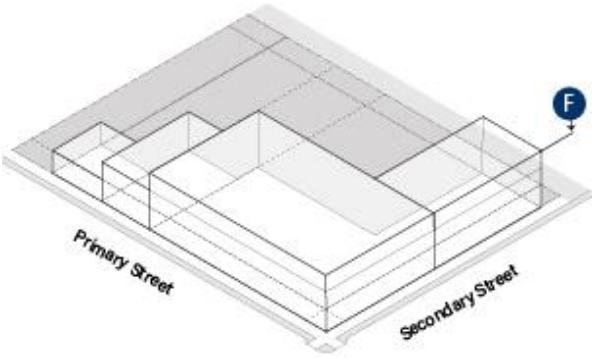
(a) Generally

The T-5.*1* 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.

N. Section 3. Zoning Sub-Districts, paragraph **B.4.(e)**, **Table 3.4** is hereby amended so that it now reads in its entirety as follows:

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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet *[3]*
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

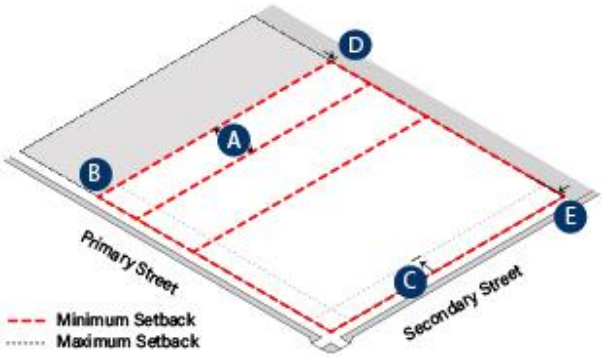
[1] The maximum height of outbuildings shall not exceed the height of the principal building.

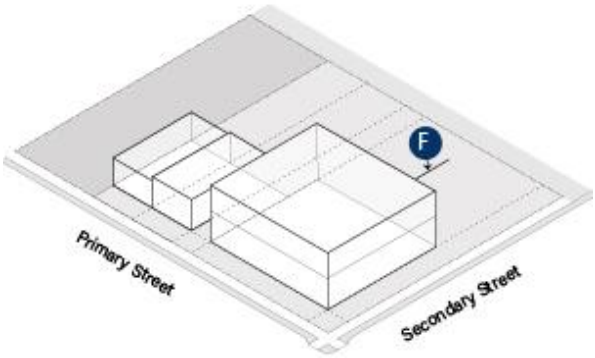
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

O. Section 3. Zoning Sub-Districts, paragraph **B.5.(e)**, **Table 3.5** is hereby amended so that it now reads in its entirety as follows:

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 [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	2 stories [1]

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

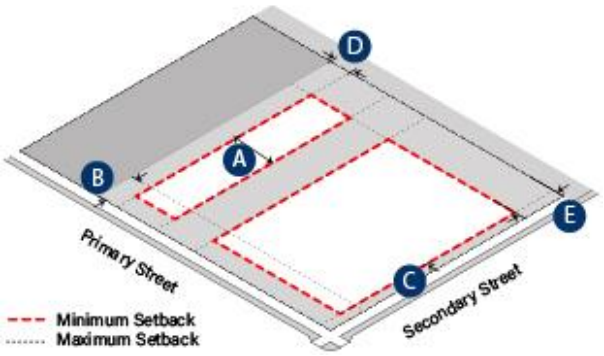
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

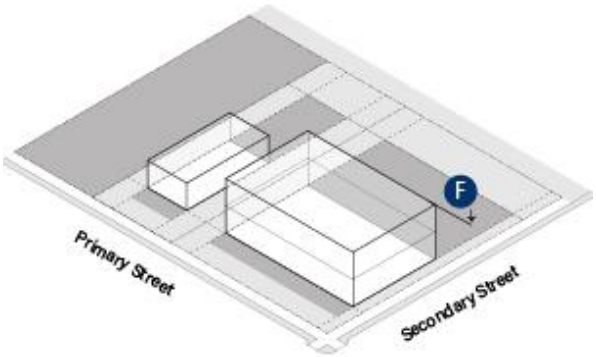
[1] The maximum height of outbuildings *is two stories*.

[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.

P. Section 3. Zoning Sub-Districts, paragraph **B.6.(e)**, **Table 3.6** is hereby amended so that it now reads in its entirety as follows:

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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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

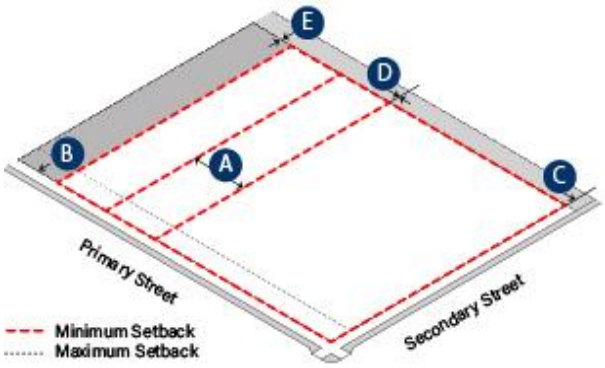
[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

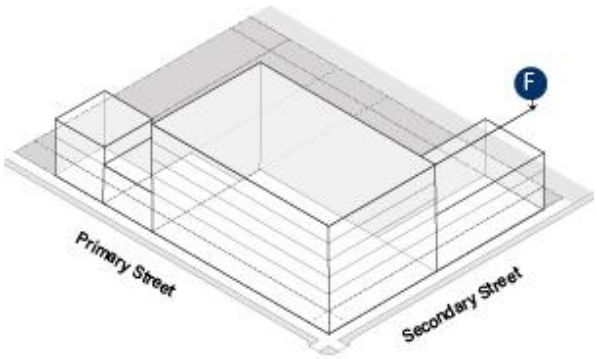
[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

Q. Section 3. Zoning Sub-Districts, paragraph **C.3.(e)**, **Table 3.9** is hereby amended so that it now reads in its entirety as follows:

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 *[2]*

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 [3]	*20%*	*Per floor*

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

[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

R. Section 5. Development Standards, paragraph **A.2.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

S. Section 5. Development Standards, paragraph **A.2.(e)** is hereby added so that it now reads in its entirety as follows:

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

T. Section 5. Development Standards, paragraph **A.3.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Off-street parking shall *only* be accessed from a secondary frontage, *or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.*

U. Section 5. Development Standards, paragraph **A.3.(d)** is hereby amended so that it now reads in its entirety as follows:

(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 lot shall not exceed the maximum number by sub-district in Table 5.2.

V. Section 5. Development Standards, paragraph **A.3.(d)**, **Table 5.2** is hereby amended so that it now reads in its entirety as follows:

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts *Per Frontage*
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

W. Section 5. Development Standards, paragraph **A.4.** is hereby amended so that it now reads in its entirety as follows:

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

Off-street loading *docks* 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.

X. Section 5. Development Standards, paragraph **B.1.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Perimeter Masking

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

a. A liner building; or

b. One of the following types of screens:

1. 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
2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

Y. Section 5. Development Standards, paragraph **B.2.(c)** is hereby added so that it now reads in its entirety as follows:

(c) Rooftop Equipment

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

Z. Section 5. Development Standards, paragraph **C.2.(a)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) Fences shall be made of wood picket, wood slat, *or* wood lattice, *or a wrought iron style made of* iron, steel, or aluminum.

AA. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended so that it now reads in its entirety as follows:

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. *See also Figure 5.1: Sign Standard Illustration.*

BB. Section 5. Development Standards, paragraph **D.5.**, **Table 5.4** is hereby amended so that it now reads in its entirety as follows:

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 *building*	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))	*SD-WH, Municipal, and Open: 8 square feet* 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 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
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

CC. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended with the addition of the graphic of ***Figure 5.1: Sign Standard Illustration*** so that it now reads in its entirety as follows:

Figure 5.1: Sign Standard Illustration



DD. **Section 6. Frontage Standards**, paragraph **B.3.** is hereby amended so that it now reads in its entirety as follows:

3. If buildings have multiple frontage*s* or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

EE. **Section 6. Frontage Standards**, paragraph **B.**, **Table 6.2** is hereby amended so that it now reads in its entirety as follows:

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	●	●	●		●	●	●
● = Permitted							

FF. **Section 6. Frontage Standards**, paragraph **E.2.(c)**, **Table 6.5** is hereby amended so that it now reads in its entirety as follows:

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, *except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively*
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	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

GG. **Section 6. Frontage Standards**, paragraph **E.2.(d)**, **Table 6.6** is hereby amended so that it now reads in its entirety as follows:

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 *(primary entry only)*	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

HH. **Section 6. Frontage Standards**, paragraph **E.2.(e)**, **Table 6.7** is hereby amended so that it now reads in its entirety as follows:

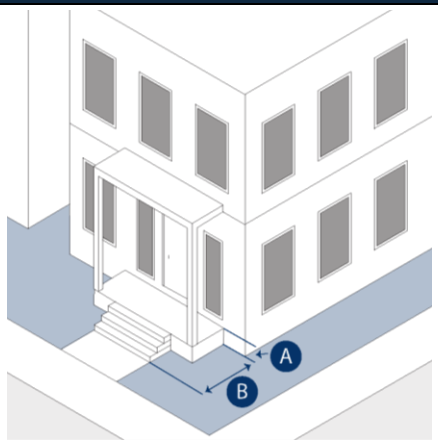
Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts	
Standard	**Value**
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised 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 *(primary entry only)*	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*

II. **Section 6. Frontage Standards**, paragraph **E.2.(f)**, **Table 6.8** is hereby amended so that it now reads in its entirety as follows:

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 *(primary entry only)*	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

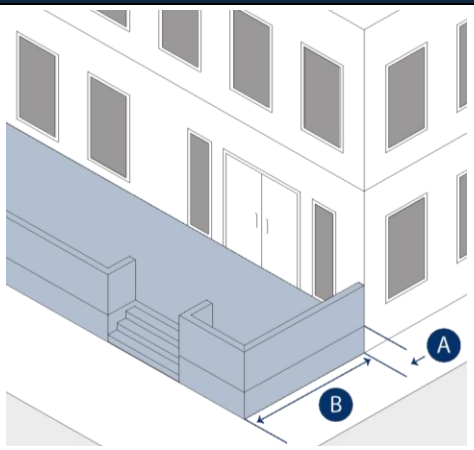
JJ. Section 6. Frontage Standards, paragraph **F.2.**, **Table 6.9** is hereby amended so that it now reads in its entirety as follows:

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 *and Walls*									
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				●	●			●	*Fences: wood* picket, wood slat, wood lattice, *or wrought iron style made of iron*, steel *or aluminum*. *Walls:* brick, stone *or* stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	*One per frontage, max width 5 ft*
						●	●		*Unlimited number and width*
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

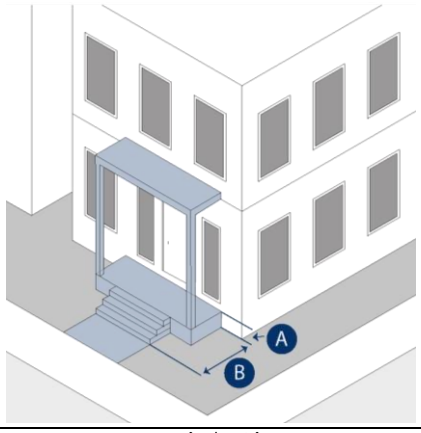
KK. Section 6. Frontage Standards, paragraph **G.2.**, **Table 6.10** is hereby amended so that it now reads in its entirety as follows:

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: *Wrought iron style made of iron*, steel or aluminum. Walls: *b*rick, stone or stucco *over masonry*
						●	●		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
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

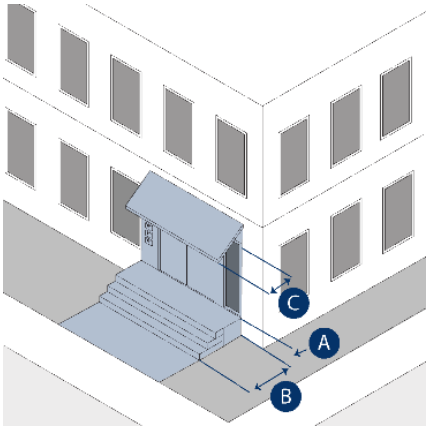
LL. Section 6. Frontage Standards, paragraph **H.2.**, **Table 6.11** is hereby amended so that it now reads in its entirety as follows:

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 *at the primary entrance. Stoops at secondary entrances may 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

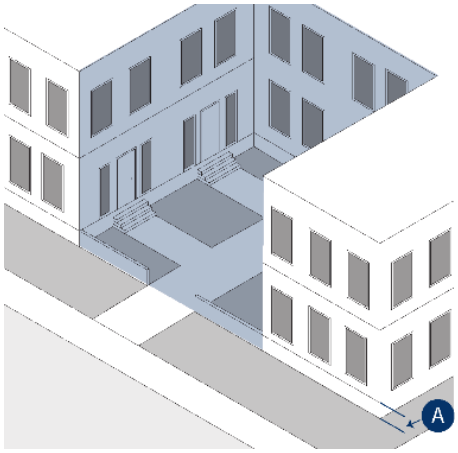
MM. Section 6. Frontage Standards, paragraph **I.2.**, **Table 6.12** is hereby amended so that it now reads in its entirety as follows:

Table 6.12: Common Entry Frontage Type Standards

Site features			Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●				●	n/a | *30* in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	B		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

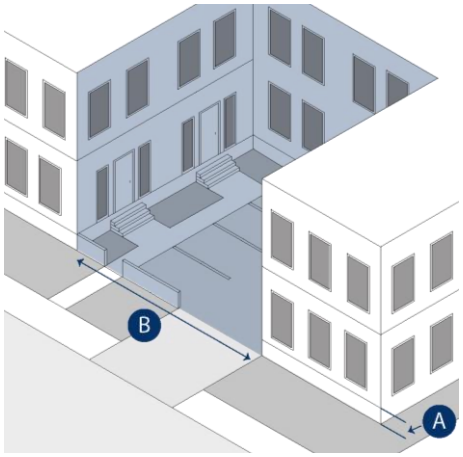
NN. **Section 6. Frontage Standards**, paragraph **J.2.**, **Table 6.13** is hereby amended so that it now reads in its entirety as follows:

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)		Ⓐ	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

OO. Section 6. Frontage Standards, paragraph **K.2.**, **Table 6.14** is hereby amended so that it now reads in its entirety as follows:

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)		Ⓐ	●						●	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		Ⓑ	●				●	●	●	50% of width of facade
Design			●				●	●	●	Bound by building facades on at least two sides
Surfacing			●				●	●	●	Paved or unpaved, with unit masonry or concrete
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.*
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

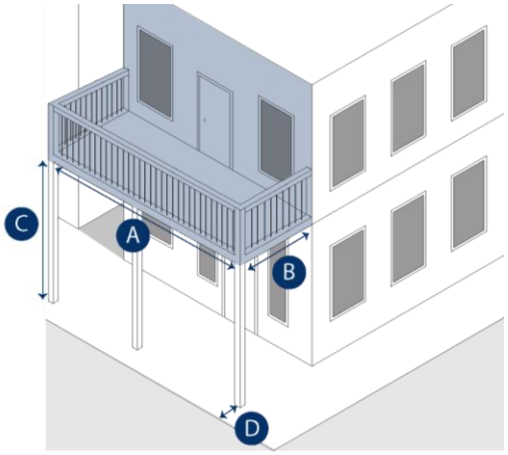
PP. **Section 6. Frontage Standards**, paragraph **L.2.** is hereby amended so that it now reads in its entirety as follows:

2. Standards

   Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. *A gallery frontage may include all elements of a shopfront frontage.*

QQ. Section 6. Frontage Standards, paragraph **L.2.**, **Table 6.15** is hereby amended so that it now reads in its entirety as follows:

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. *Upper story columns and railing posts shall align with columns below*
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
Frontage									
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
Surfacing		●	●			●	●		*Frontage may be paved up to 100 percent of area, using unit masonry or concrete*

RR. **Section 6. Frontage Standards**, paragraph **M.2.**, **Table 6.16** is hereby amended so that it now reads in its entirety as follows:

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 (see *Figure 6.1: Shopfront Design Illustration*)
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
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.

SS. **Section 6. Frontage Standards**, paragraph **M.2.** is hereby amended to add ***Figure 6.1: Shopfront Design Illustration*** so that it now reads in its entirety as follows:

Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

TT. **Section 7. Building Design and Material Standards**, paragraph **A.3.** is hereby amended so that it now reads in its entirety as follows:

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;
   (f) Stone; *or*
   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

UU. **Section 9. Definitions and Rules of Construction**, paragraph **A.2.** is hereby amended so that it now reads in its entirety as follows:

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, *except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the*

building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

VV. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Fence**" is hereby amended so that it now reads in its entirety as follows:

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." *A streetscreen is not considered to be a fence for purposes of the DDD.*

WW. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Streetscreen**" is hereby amended so that it now reads in its entirety as follows:

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. *A streetscreen is not considered a fence for purposes of the DDD.*

SECTION TWO:

The amendment of Appendix A, the Downtown Development District regulations set forth in the Unified Development Code, Chapter 64, shall upon adoption and publication as required by law, be effective on **July 20, 2026**.

APPROVED:

_____

CITY CLERK

Attachment

A

Mobile Planning Commission Results Agenda
March 19, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

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

Staff: Peter Toler, Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Matt Anderson. Adopted.

Order of Hearing: Agenda items #1 - #7, Agenda item #9, Agenda item #8, Agenda items #10 - #11

HOLDOVERS

1. SUB-003605-2026

Location: 2237 & 2247 Bear Fork Road
Subdivision Name: Resubdivision of Ledian M. Williams Subdivision
Applicant / Agent: Derrick McMillian
Council District: District 1
Proposal: Subdivision of 2 lots, 4.56± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 60-foot-wide right-of-way along Bear Fork Road on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot front yard setback along Bear Fork Road on the Final Plat;

4. Removal of side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating no structures are permitted in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report; and
10. Full compliance with all other applicable codes and ordinances.

2. SUB-003594-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 6 lots, 0.57± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8.i of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to depict that a minimum of 30 feet exists between the subject site and the centerline of Old Shell Road;
2. Illustration of the 6-foot minimum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
3. Illustration of the 25-foot maximum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
4. Placement of a note on the Final Plat stating that parking is to be accessed by either secondary frontages or alleys wherever possible;
5. Placement of a note on the Final Plat stating that sidewalk and streetscape improvements are to be installed at the time of property development;
6. Retention of the lot size labels in both square feet and acres on the Final Plat, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
7. Placement of a note on the Final Plat stating that lots exceeding 4,000 square feet have a maximum of 70% site coverage, while lots less than 4,000 square feet do not have a maximum site coverage allowance;
8. Revision of the plat to remove setbacks from the “Site Data Table”;
9. Placement of a note stating that no structures exceeding three (3) stories tall may be constructed;
10. Placement of a note on the Final Plat stating that all new dwellings must be a minimum of sixty percent (60%) to one hundred percent (100%) of the lot frontage;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

NEW ITEMS

3. SUB-003629-2026

Location: 2449 & 2453 Eslava Creek Parkway
Subdivision Name: Sheet Metal Workers Local Union 441 JATC Subdivision
Applicant / Agent: Thomas E. Fisher, II
Council District: District 2
Proposal: Subdivision of 1 lot, 0.85± acres

Motion to approve by Nick Amberger. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
2. Dedication of the corner radius at the intersection of Eslava Creek Drive and Pinehill Drive in compliance with Section 6.C.6 of the Subdivision Regulations, as approved by the City Engineer and Traffic Engineer;
3. Revision of the plat to illustrate a 25-foot front yard setback along both street frontages.
4. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permission of the easement holder;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003632-2026

Location: 360 Palmetto Street
Subdivision Name: Holiday Inn Relo Tower Subdivision
Applicant / Agent: Shawn Blassingill, Municipal Communications, LLC (Patton Hahn or Mary Palmer, Baker Donelson Law Firm, Agent)
Council District: District 2
Proposal: Subdivision of 2 lots, 0.14± acres

Motion to approve by Harry Brislin. Second by Chad Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide street right-of-way labels along both streets on the Final Plat;
2. Retention of the lot numbers on the Final Plat;
3. Revision of the plat to illustrate a 25-foot minimum front yard setback line along both street frontages on the Final Plat;
4. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
5. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003642-2026

Location: 5536 Sermon Road West, and 5660 & 5680 Sermon Road North
Subdivision Name: Willis-Sermon Connector Subdivision
Applicant / Agent: Ramshead, LLC
Council District: District 4
Proposal: Subdivision of 2 lots, 1.04± acres

Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request until the May 21st meeting, with all required revisions and fees submitted by May 3rd, to allow the applicant time to address the following:

1. Revise the application to reflect a three (3)-lot subdivision, including the area of Collins Property Subdivision as the third lot;
2. Revise the plat to include the Common Area of Collins Subdivision, First Addition, within the boundaries of the proposed subdivision;
3. Obtain written consent from all property owners within Collins Subdivision, First Addition, for submission of the application, as the Common Area must be included; and
4. Re-advertise the subdivision request as a three (3)-lot subdivision, including notifying property owners adjacent to and across public streets from the Collins Property Subdivision area, as well as all property owners within Collins Subdivision, First Addition.

6. SUB-003647-2026

Location: 720 Museum Drive
Subdivision Name: Armory Subdivision
Applicant / Agent: Phillip Burton or Kathy Sherman, Museum Partners, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 4.56± acres

Kenny Nichols recused.

Motion to approve by Harry Brislin. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8. of the Subdivision Regulations (for turning lanes on Museum Drive and North McGregor Avenue, planting strips, tree counts and spacing) and Tentatively Approved the request, subject to the following conditions:

1. Submittal of the required copies of the recorded Fort Hardman Subdivision, Resubdivision of Lots 1 & 2 to staff prior to the signing of the new plat;
2. Retention of the existing right-of-way widths on the Final Plat, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
4. Retention of the principal building façade build-to zone between six-feet (6') and eighteen-feet (18') from the front property line along both street frontages;
5. Provision of a right turn lane, as recommended by the Traffic Impact Study, and as by the applicant;
6. Provision of a streetscape consistent with other developments in the Village of Spring Hill, as proposed by the applicant;
7. Provision of six (6) frontage trees along North McGregor Avenue, as proposed by the applicant;
8. Compliance with all Engineering comments noted in the staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
10. Compliance with all Urban Forestry comments noted in the staff report; and,
11. Compliance with all Fire Department comments noted in the staff report.

7. SUB-003650-2026

Location: 2200 Green Street
Subdivision Name: Resubdivision of Lots 4, 5, 6, 7 and 8, Block D, Division 7, Owens, Sims, Griffin, & Earle Subdivision of the St Louis Tract Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 3 lots, 0.54± acres

Kirk Mattei recused.

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 25-foot corner radius on Lot 1 where Green Street and Susie Ansley Street intersect;
2. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
3. Retention of at least a 5-foot front yard setback along each street frontage, adjusted for any required dedication;
4. Removal of the side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating development of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003627-2026

Location: 1805 Larkwood Drive
Subdivision Name: Larkwood Miller Lane Subdivision
Applicant / Agent: Chance A. Lane
Council District: District 1
Proposal: Subdivision of 4 lots, 0.74± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along Larkwood Drive, as depicted on the preliminary plat;
2. Revision of the plat to illustrate dedication sufficient to provide 25 feet from the centerline of Harris Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the required 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-10.E. of the UDC and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003648-2026

Location: 1105, 1107, 1109, 1111, 1113, & 1115 Edwards Street
Subdivision Name: Resubdivision of the Plat of Henry Cisco Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 4 lots, 0.47± acres

Kirk Mattei recused.

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Sections 6.B.9. (for right-of-way dedication), 6.C.2.(a)(1) (for substandard lot area) and 6.C.2.(b)(3) (for substandard lot width) of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
2. Revision of the plat to illustrate at least a 5-foot front yard setback along Edwards Street, adjusted for any required dedication;
3. Placement of a note on the Final Plat stating development or redevelopment of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and
7. Compliance with all Fire Department comments noted in the staff report.

10. SUB-SW-003649-2026

Location: 3180 Dauphin Street
Applicant / Agent: Brew Horizons, LLC
Council District: District 1
Proposal: Request to waive the construction of a sidewalk along Dauphin Street.

Motion to approve by Jay Stubbs. Second by Nick Amberger. Approved.

After discussion the Planning Commission approved the Sidewalk Waiver request.

11. MOD-003646-2026

Location: 1879 Conception Street Road
Applicant / Agent: MAWSS (McCrory & Williams, Inc., Agent)
Council District: District 2
Proposal: Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

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, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;

- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final 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,
7. Full compliance with all municipal codes and ordinances.

OTHER BUSINESS

Call for Public Hearing on April 16, 2026, to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Review of Minutes from the following Planning Commission meetings:

- April 17, 2025

- May 15, 2025
- June 12, 2025
- July 17, 2025
- August 21, 2025

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Election of Officers

Kirk Mattei made a motion to nominate **Jay Stubbs, Jr., as Chairman** of the Planning Commission. The motion was seconded by Nick Amberger. Jay Stubbs then made a motion to nominate **Kirk Mattei as Vice Chairman** and **Jennifer Denson as Secretary** of the Planning Commission.

With no additional nominations or opposition for the offices of Chairman, Vice Chairman, or Secretary, the slate of nominees was elected by acclamation by the members present.

Attachment

B

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of STEVEN EDWIN WHITEHURST
Case No. 2025-2335
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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 iwill be barred.
LEAH ANN WHITEHURST as Administratrix of the estate of STEVEN EDWIN WHITEHURST, deceased
Attorney of Record:
RICHARD E. SHIELDS, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Case No. 2025-2265
Take notice that Letters Testamentary have been granted to the below named party on the 19th day of November, 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.
CARNEL CLEVELAND as Executor under the last will and testament of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Attorney of Record:
Samuel R. Perloff, Esq.
7121 Kenny Lundy Rd
Theodore, AL 36582
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Case No. 2025-2368
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 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.
ROBIN P HAYES as Executrix under the last will and testament of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Attorney of Record:
JAMES MICHAEL NEWTON, ESQ.
605 BEL AIR BLVD, SUITE 22
MOBILE, AL 36606
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased
Case No. 2025-1522
Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 7th day of January, 2026 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 Administrator CTA under the last will and testament of JAMES ORAL WIGGINS, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
P. O. BOX 11
MOBILE, AL 36601
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANTHONY CARL SMITH
Case No. 2025-0289
Take notice that Successor Letters of Administration have been granted to the below named party on the 20th day of November, 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 Successor Administrator of the estate of ANTHONY CARL SMITH, Deceased
Attorney of Record:
ANTHONY HOFFMAN, ESQ.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LAVERNE ARTHUR
Case No. 2025-2482
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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.
SANDRA JOHNSON as Administratrix of the estate of LAVERNE ARTHUR, deceased
Attorney of Record:
PATRICIA ELIZABETH HAMMAN, Esq.,
WILLIAM C. POOLE, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOHN S. FOSTER, Deceased
Case No. 2025-2325
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 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.
TRAVIS POWELL as Executor under the last will and testament of JOHN S. FOSTER, Deceased
Attorney of Record:
Jonathan B. Mabire, Esq.
2053 Dauphin Street
Mobile, AL 36606
Call News March 11, 18, 25, 2026

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of VELMA BEATRICE ETHERIDGE
Case No. 2025-2446
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 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.
ULESS GRANT ETHERIDGE as Administrator of the estate of VELMA BEATRICE ETHERIDGE, deceased
Attorney of Record
WESLEY H. BLACKSHER, Esq.
Call News March 11, 18, 25, 2026

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2025-0073-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANDREW APPOLIS ANTONE, Deceased
On to-wit the 4th day of May, 2026 at 11:00 AM 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 JUDINA BRINKLEY ANTONE. 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:
RICHARD E. MATHER
1008 DAUPHIN ST.
MOBILE, AL 36604
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
CASE NO. 2026-0373
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Notice of the filing of Petition for Summary Distribution in the estate of Milton Aloysius Andry, Deceased.
Notice is hereby given that a Petition for Summary Distribution has been filed by Steve Andry on March 2, 2026, and that 30 days after the notice of publication hereof and pursuant to law the Court shall be requested to enter an order directing summary distribution of the estate of said decedent.
C. Mark Erwin, Judge of Probate
Attorney:
Thomas R. Boller, Esq.
150 Government Street, Suite 1001
Mobile, AL 36602
Call News March 25, 2026

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2023-1496-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAWAN LEE MCGEE-DALLAS, Deceased
On to-wit the 11th day of May, 2026 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 PERSONAL REPRESENTATIVE as filed by JET 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:
JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 19, 2026
Case No. 2025-0005-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPH PRITCHETT, Deceased
On to-wit the 27th day of April, 2026 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 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 March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 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 SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 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 MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 16, 2026
Case No. 2022-1745-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ESTHER MENA ROBINSON, Deceased
On to-wit the 11th day of May, 2026 at 11:00 AM 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 flied by CORNELL MCNEIL SR. 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: LUE E SULLIVAN SR
555 A IROQUOIS STREET
CHICKASAW, AL 36611
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2020-1094-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ALINE JENKINS HOWARD, Deceased
On to-wit the 13th day of April, 2026 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 for Final Settlement as filed by PATRICK C. PACKER. NOTICE is hereby given to all parties in interest, specifically MARILYN WILLIAMS, NANCY ROBINSON, 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:
ARTHUR SHORES LEE
413 16TH STREET NORTH
BIRMINGHAM, AL 35203
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1412
In Re: Logan Eales, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Brian Eales and Daphne Cooley 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:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1413
In Re: Kyler Johnson, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Mark Johnson and Daphne Cooley 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:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 20, 2026
Case No. 2023-0912-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of KIMBERLY DEAN MORRISON, Deceased
On to-wit the 6th day of April, 2026 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 ROBERT MORRISON JR. NOTICE is hereby given to all parties in interest, specifically ROBYN LORRAINE MORRISON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
DOUGLAS R. MARTIN
PO BOX 132
CODEN, AL 36523
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 6, 2026
Case No. 2026-0210
In Re: Gary M. Ethridge, Alleged Incapacitated Adult
On to-wit, the 6th day of April, 20261 at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 161 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian and Appointment of Conservator filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Amber Broome and Tamara Burke 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 Name and Address:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Mobile, Alabama 36602
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 27, 2026
Case No. 2021-1024-9
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of PHYLLIS SCOTT, Deceased
On to-wit the 20th day of April, 2026 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 March 18, 25 and April 1, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2026-0096
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CONNIE E. TURPIN, Deceased
On to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION TO PROBATE WILL, PETITION FOR LETTERS OF ADMINISTRATION ON WILL ANNEXED, MOTION TO DISQUALIFY ONE OF TWO SUCCESSOR CO-EXECUTRIXES AND MOTION TO APPOINT COUNTY GENERAL ADMINISTRATOR as filed by MEREDITH LANE TURPIN. NOTICE is hereby given to all parties in interest, specifically AARON RICHARD ELY IV, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 11, 18, 25, 2026



COMPLETION NOTICE

LEGAL NOTICE
Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for 2025-3005-02, 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.
Call News March 11, 18, 25 and April 1, 2026

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 S. C. Stagner Contracting, Inc., has completed the contract for the City of Chickasaw - Brooks Park Improvement Project: Phase 2; Kimley-Horn Project No. 142754012. All persons having any claim for labor, material or otherwise in connection with this project should immediately contact the Utilities Board of the City of Chickasaw, 224 N. Craft Highway Chickasaw, AL 36671.
Call News March 4, 11, 18, 25, 2026

ELECTION NOTICE

PUBLIC NOTICE OF ELECTION
PETITION FOR SERVICE CHARGE INCREASE SEVEN HILLS FIRE DISTRICT
In accordance with a petition heretofore filed with the Probate Court, an election will be held on Tuesday, March 31, 2026, on a Petition for Increase of Service Charge filed by the Board of Trustees of the Seven Hills Fire District. A copy of said petition, map and a legal description of the proposed fire district area are available for public inspection during regular business hours at the Probate Court's Election Center.
The election will be held between the hours of 7:00 a.m. and 7:00 p.m. at the Seven Hills Fire Station, 3650 Newman Road, Mobile, Alabama on Tuesday, March 31, 2026.
Qualified electors residing within the boundaries of the proposed fire district will be allowed to cast their vote for rejection or approval of an increase in service charge.
Currently, a service charge is assessed to the property owners of the Seven Hills Fire District as follows:
· $70.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
Shall there be an increase in the service charge assessed to the property owners of the Seven Hills Fire District to the following amounts:
· $150.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
This notice is given pursuant to Act No. 90-697 and Act No. 2009-358.
C. MARK ERWIN
Judge of Probate
Call News March 11, 18, 25, 2026

STORAGE SALE

The Following Tenant's Personal property (general household goods) will be disposed or sold to satisfy landlord's lien April 8, 2026 at Noon.
Community Storage 3958 Snow Rd N Semmes, AL 36575
UNIT A35 RIGGINS DOVER ST SEMMES 36575
UNIT C28 RIGDON PANHANDLE CT SEMMES 36575
UNIT A39 EASTERLING LOTT RD WILMER 36587
Call News March 25 and April 1, 2026

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: 4/03/2026 at 1:15 PM
Units: 1122, 1173
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

OTHER PUBLIC NOTICES

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: 4/03/2026 at 12:30 PM
Units: 2022, 3284
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

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: 4/03/26 at 12:00 PM
Units: 1014, 1070, 1279, 206, 300, 6
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

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: 4/03/2026 at 11:00 AM
Units: A57, K687, K825
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

BILL

A BILL
TO BE ENTITLED
AN ACT
Relating to Mobile County; to alter, rearrange, and extend the boundary lines and corporate limits of the City of Semmes in Mobile County.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA: Section 1. The boundary lines and corporate limits of the City of Semmes in Mobile County are altered and rearranged to include within the corporate limits of the municipality, in addition to the lands now included, all of the following territory:
Parcel 1
BEG AT NE COR OF SE 1/4 OF SEC 21 T3S R3W RUN S 500 FT TO A PT TH W 261.0 FT T PT N 500 FT TO A PT ON N LINE OF SE QTR OF SEC 21 TH RUN E 261.0 FT TO POB LESS TH PT INTO R/W Parcel Number: 2405210001027.000 Key Number: 362878
Parcel 2
COMG AT PT ON N/L OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W WHICH IS 261 FT W OF NE COR OF SE 1/4 OF SEC 21 & RUN THEN W 399 FT M/L TO NW COR OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 & RUN THEN S 1285 FT(S) TH E 660 FT TO PT ON E/L SD SEC 21 & RUN THEN N ALG E/L SEC 21 820 FT TO PT RUN THEN W 261 FT TO PT THEN RUN N 500 FT POB LESS PT TO R/W OF SNOW RD & BROUGHTON RD & ALSO SW 1/4 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001028.000 Key Number: 362887
Parcel 3
COM AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W TH RUN S 89 DEG 41 MIN 00 SEC E ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO POB OF PPTY HEREIN DESC TH CONT N 00 DEG 01 MIN 45 SEC E 322 FT TO A PT TH RUN S 89 DEG 41 MIN 00 SEC E 450 FT TO A PT TH RUN S 00 DEG 01 MIN 45 SEC W 532 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF SD SUB 240 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W 210 FT TO POB Parcel Number: 2405210001032.02 Key Number: 362958
Parcel 4
BEG AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W RUN N 00 DEG 01 MIN 45 SEC E 532.0 FT TO PT TH RUN S 89 DEG 41 MIN 00 SEC E 210. 0 FT TO PT TH RUN S 00 DEG 01 MIN 45 SEC W 532.0 FT TO PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO PT OF BEG CONTG 2.56 ACS #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001032.001 Key Number: 1891643
Parcel 5
FROM NW COR OF SE 1/4 OF SEC 21 T3S R3W THEN RUN S 00 DEG 21 MIN 03 SEC E 25.88 FT TO PT ON S/L OF BROUGHTON RD THEN S 88 DEG 38 MIN 09 SEC E ALNG SAID S/L 125.05 FT TO POB OF PPTY DESC HEREIN THEN S 88 DEG 38 MIN 09 SEC E 20 FT TO PT THEN S 00 DEG 00 MIN 53 SEC W 470.88 FT TO PT THEN E 521.38 FT TO PT THEN S 00 DEG 17 MIN 39 SEC E 295.36 FT TO PT THEN N 89 DEG 58 MIN 06 SEC W 662.96 FT TO PT THEN N 00 DEG 21 MIN 03 SEC W & ALNG W/L OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W 295 FT TO PT THEN E 121.8 Parcel Number: 2405210001033.000 Key Number: 362967
Parcel 6
FROM THE NW COR OF THE NW 1/4 OF THE SE 1/4 OF SEC 21 T3S R3W RUN S 26 FT TO A PT ON THE S ROW LINE OF BROUGHTON RD FOR THE POB TH N 88 DEG 38 MIN 09 SEC W ALG THE S ROW LINE OF BROUGHTON RD 157.46 FT THE S 00 DEG 21 MIN 03 SEC E 397.75 FT TH E 154.98 FT TH N 394 FT TO THE POB #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001037.001 Key Number: 2035014 Section 2. In accordance with Section 11-42-6 of the Code of Alabama 1975, a map showing the proposed territory to be altered, rearranged, and extended from the City of Semmes is on file and open to public inspection in the Office of the Judge of Probate in Mobile County, Alabama.
Section 3. This act shall become effective on October 1, 2026.
Call News March 4, 11, 18, 25, 2026

OTHER PUBLIC NOTICES

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT
Call News on March 25, 2026, and April 1, 2026

NEED TO PUBLISH A LEGAL NOTICE SEND TO
legals@thecallnews.com
DEADLINE 5 P.M. MONDAY FOR WEDNESDAY'S PUBLICATION

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE TO INTERESTED PROPERTY OWNERS
CITRONELLE PLANNING COMMISSION
REZONING HEARING

The Citronelle Planning Commission has scheduled a public hearing for discussion of re-zoning property located in the Lonnie Walker Road area. Proposed re-zoning requested is to change to Residential (R-I) classification from the current Industrial Manufacturing (IM) classification. The hearing will be held on Tuesday, April 21, 2026, in the Citronelle Municipal Complex Auditorium starting at 5:30 p.m. All interested persons for or against will be given an opportunity to express their opinions.

Call News April 1, 2026

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.

Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.

All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.

Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15 2026

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **4411 Government Boulevard**, for a **Residential Buffer Variance to allow no residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District; the Unified Development Code (UDC) requires a compliant residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **231 South McGregor Avenue**, for a **Setback Variance to allow an eight-foot (8') tall masonry wall within the front 25-foot setback in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires structures taller than three-feet (3') to be located outside of the 25-foot front yard setback in an R-1, Single-Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

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 **April 6, 2026, at 2:00 p.m.** to consider a request at **7290 Howells Ferry Road**, for a **Use Variance to allow the construction of a pole barn/shop without a primary dwelling in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires a primary dwelling prior to the allowance of accessory structures in an R-1, Single Family Residential 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, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

REVISED PUBLIC NOTICE
MOBILE COUNTY HOUSING AUTHORITY
PUBLIC HEARING

This notice revises the public notices published on February 4, 2026, and February 11, 2026.

The purpose of this public hearing is to obtain input from residents and the public regarding the 2026 Annual Plan and 2026 Capital Fund Program, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) in accordance with 24 CFR Part 903. The public hearing will also address revisions to the 2024 and 2025 Capital Fund Programs.

The public hearing will be held on Monday, April 6, 2026, at 5:00p.m. at the Mobile County Housing Authority office located at 16545 U.S. Hwy 45, Citronelle, AL 36522.

All residents and members of the public are encouraged to attend. Copies of the 2026 Annual Plan and 2026 Capital Fund Program, as well as the revised 2024 and 2025 Capital Fund Programs, will be available for public review from 9:00a.m. to 4:00p.m. at the address listed above during the 45-day public comment period. Written comments may also be submitted prior to the public hearing.

For further information, please contact Lori Nettles, Interim Executive Director, at (251) 866-9696, Extension 3.

Call News February 18, 25 and March 4, 11, 18, 25 and April 1, 2026

ADEM
Alabama Department of Environmental Management

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NOTICE OF PUBLIC HEARING
ALABAMA STATE IMPLEMENTATION PLAN
Public Notice – 350

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 10-year maintenance plan update for the Partial Pike County 2008 lead NAAQS maintenance area.

Pursuant to Section 175A(b) of the Clean air Act (CAA) requirements, the Alabama Department of Environmental Management (ADEM), has developed a proposed SIP revision for maintaining the national primary ambient air quality standard for 10 years after the expiration of the first 10-year maintenance plan for the 2008 lead NAAQS. Interested parties may request that a public hearing be held. If a hearing is held, it will be held on May 6, 2026, 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 May 1, 2026. If no hearing is to be held, a Notice of Cancellation of the hearing will be posted on May 4, 2026, 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 May 6, 2026.

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 April 1, 2026, 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 April 1, 2026



ALABAMA PRESS ASSOCIATION 1871

Access to information is the public's most valuable tool when it comes to protecting your homes, your communities, and your government. Newspapers have the unique ability to reach a broad audience, regardless of the socioeconomic status, by providing public notices both in print and online.

The public notices appearing in your newspaper provide important information on issues such as rezoning for landfills, government contracts, and even traffic detours. It's your right to know how your tax dollars are spent and what could be coming to your neighborhood.

And when it comes to shining the light on government, public notices deliver.

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

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

- **Section 1. General Provisions**
- **Section 2. Administrative Procedures**
- **Section 3. Zoning Sub-Districts**
- **Section 5. Development Standards**
- **Section 6. Frontage Standards**
- **Section 7. Building Design and Material Standards**
- **Section 9. Definitions and Rules of Construction**

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 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 SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, 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:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH
STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 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 MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

ADOPTION

NOTICE OF ADOPTION HEARING
PROBATE COURT OF
MOBILE COUNTY
CASE NO. 2026-0311
To: unknown father of A.Z.M., a minor.
You are hereby notified that a petition for adoption of the above named minor child who was born to Taswaila Shantelle Franklin on the 4th day of April, 2019, has been filed in this Court. If you have any objection to this petition, you are required to state the same in writing and file it with the Clerk of the Court P.O. Box 7, Mobile, AL 36601 or Mobile County Government Center Annex, 151 Government St., Mobile, AL 36602, and the legal counsel of the petitioner(s) named below, as soon as possible, but no later than thirty (30) days from the last date this notice is published. If you do not file a response within the specified time, the Court will consider that you have impliedly consented to the petition and the relief requested therein, and the Court will proceed to consider the matter and may grant the relief requested.
Attorney for Petitioner(s):
Brenda J. Pierce
P.O. Box 1084
Mobile, Alabama 36633
Call News April 1, 8, 15, 22, 2026



COMPLETION NOTICE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that E. Cornell Malone Corporation Contractor, has completed the Contract for Renovation of Various County Buildings - Roof Replacement, Bid# WG24-24
Baldwin County Commission, 312 Courthouse Sq, Ste 12, Bay Minette, AL 36507, ECMC JN 24-1051 for the State of Alabama and the City of Mobile, Owner(s), 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 Baldwin County Maint. Supervisor, Derrick Crocker
E. Cornell Malone Corporation
185 Davis Johnson Dr., Ste A
Richland, MS 39218
Call News April 1, 8, 15, 22, 2026

LEGAL NOTICE

Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

ELECTION NOTICE

PUBLIC NOTICE:
Candidate Applications Accepted for the MOWA BAND OF THE CHOCTAW INDIAN COMMISSION OF MOBILE ALABAMA
Elections on May 16, 2026 Pursuant to Code of Alabama Section 45-49-30 et. Seq. (Act 79-343, p. 555, § 4.)
MOBILE COUNTY, Ala. – The Choctaw Nation of Indians announces upcoming vacancies on the Commission of the MOWA Band of the Choctaw Indian Commission of Mobile County, Alabama. This election is a unique political division exclusive to Mobile County,
Alabama.
Disclaimer: This is not the MOWA Choctaw nor the MOWA Band of Choctaw Indians of Southwest Alabama.
The position of the MOWA Band of the Choctaw Indian Commission of Mobile County commissioner is open to anyone who is an identifiable Choctaw and resides in the county of Mobile. Incumbents from the previous election may retain seat until such time as a successor is elected and sworn in. Pursuant to Ala. Code §45-49-30.03, as follows:
Composition.
(a) The commission shall be composed of seven members, five of whom shall be Choctaw Indians residing in Mobile County. The two additional members may or may not be Choctaw Indians but shall be residents of the county. All members of the commission shall be elected by the Choctaw Indians of Mobile County and shall serve four-year terms of office.
(b) All members of the commission shall hold their offices until their successors are nominated and qualified. Any vacancy occurring on the commission shall be filled with temporary appointment by the Mobile County Commission until the vacant seat on the commission is filled. The Mobile County Commission shall appoint a chair of the commission from among the members of the commission, subject to ratification by the full commission. The commission shall elect its own secretary.
(Act 79-343, p. 555, § 4.)
Identification as a Choctaw Indian is required in order to vote or register for candidacy in this election for places 1-5, while places 6 and 7 may be non-Choctaw Indians
MOWA Band of the Choctaw Indian Commission of Mobile County seats are available for 4 year terms are:
· Frazier Cemetery Rd to Citronelle, place 1 and place 2
· East Coy Smith Highway of Hopkins Road, Joan Harris Road, Byrd Pit Road and Charlie Cole Road, place 1 and place 2
· Calcedeaver and Coy Smith Highway West of Hopkins Rd to the Eastern side of Frazier Cemetery Road, place 5
· Mobile County, place 6 and place 7
Completed Candidate Qualification Forms must be filed in the Choctaw Nation of Indians Tribal Court Election Office by 5:00 PM CST April 29, 2026.
Voter Registration Deadline is April 29th 2026.
Voter Registration must be conducted in person at 18930 U.S. Highway 43, Mount Vernon, Alabama 36560.
If only one person submits an application, no election will be necessary and that person will be declared elected. If more than one person applies for a seat in one of the places, an election will be held on May 16, 2026 from 7:00 AM CST until 7:00 PM CST.
If necessary, a Runoff Election will be held on May 30, 2026 from 7:00 AM CST until 7:00 PM CST.
The election will be held at:
18930 U.S. Highway 43
Mount Vernon, Alabama 36560
TIME: 07:00 AM CST until 07:00 PM CST
DATE: May 16, 2026
No Mail-In Ballots Permitted. Must Vote In-Person.
For more information, call the Choctaw Nation of Indians Tribal Office at 1-877-424-6282
Choctaw Nation of Indians Tribal Court Election Office, Post Office Box 334, Mount Vernon, Alabama 36560.
For more information email PM@choctaw-nationofindians.com
If only one person fully qualifies for any position listed above, no election will be held and that person will be declared elected.
Pursuant to Ala. Code §17-9-3, candidates must file a Statement of Economic Interest not more than five (5) days following the submission of his or her qualifying papers.
For questions concerning the required Statement of Economic Interest filing, please contact the Alabama Ethics Commission at 334-242-2997.
Nothing in this Public Notice may take from a Choctaw Treaty, nor terminate or abrogate any Choctaw Treaty Provision or take from or diminish the laws, customs, and usages of the Choctaw.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15, 2026

PUBLIC NOTICE

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: 4/17/26 at 12:00 PM
Units: 1129, 1304, 260
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

The Towers, LLC, is proposing to construct a 310-foot overall height self-supporting lattice telecommunications structure located off Wilmer Georgetown Road, Wilmer, Mobile County, Alabama (30° 51' 24.5" N, 88° 19' 29.8" W). The proposed tower is anticipated to utilize FAA Style E (medium intensity, dual red/white strobes) lighting.
The Towers. LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 108 during normal business hours. Comments must be received within 30 days of the date of this notice.
Any interested party may request further environmental review of the proposed action under the FCC's National Environmental Policy Act rules, 47 CFR §1.1307, by notifying the FCC of the specific reasons that the action may have a significant impact on the quality of the human environment. This request must only raise environmental concerns and can be filed online using the FCC pleadings system at https://wireless2.fcc.gov/UlsEntry/pleadings/pleadingsType.jsp or mailed to FCC Requests for Environmental Review, Attn: Ramon Williams, 45 L Street, Washington, DC 20554 within 30 days of the date of the National Notice as referenced within the Antenna Structure Registration (ASR) application. Mailed pleadings must include a request to waive the electronic filing requirement along with an explanation of why an electronic filing cannot be made. Refer to File No. A1377811 when submitting the request and to view the specific information about the proposed action. 26-000737 MMT
Call News April 8, 2026

The Choctaw Nation of Indians, Inc. has been recognized as a 2025 HIRE Vets Medallion Award recipient, a designation published in the Federal Register on March 10, 2026, and recognized under the HIRE Vets Act of 2017. This official publication in the Federal Register (91 FR 11564) provides formal, legal notice of the award, which can be used to establish federal recognition and support jurisdictional filings. For the full public notice text and citation, visit Federal Register
The Choctaw Nation of Indians is a Native American Indian Tribe identified by the Department of Interior on July 27, 2021 and whose membership is ancient and ancestral to the Calcedeaver Choctaw (Cajan/Cajun) Community whose location is approximately one mile below the confluence of the Tombigbee and Alabama River on the West Bank of the Mobile River about 6 miles West of the same river.
The Choctaw Nation of Indians' membership descends from a number of identifiable Choctaw ancestors who appear on the Choctaw Treaties, Rolls, and other Federal or State Archives relevant to the Choctaw Tribe or else have otherwise been identified as Indians.
Nothing in this Public Notice can take from A Choctaw Treaty or else the laws, customs, or usages as defined by the Tribe.
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-Choctaw (1-877-424-6282)
Call News April 1, 8, 15, 2026

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: 4/17/2026 at 1:15 PM
Units: 1155
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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: 4/17/2026 at 12:30 PM
Units: 2125, 3045, 3156, 3180
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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: 4/17/2026 at 11:00 AM
Units: G398
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

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
251.216.2977
Unit 3062 Nakeisha Cloy 4002 Meadowood Curve, Mobile, AL 36609
Unit 3290 India Phillips 833 S University Blvd, Mobile, AL 36609
Unit 3013 Carla Taylor 3170 O'neal Ct, Mobile, AL 36695
Unit 2023 Cecil Barnette 204 45th Street, Gulfport, MS 39507
Unit 3336 Barbara Sayles 954 W Tanglewood Dr, Mobile, AL 36606
Unit 2127 Tiffany White 516 Springhill plaza crt, Mobile, AL 36606
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.storagetreasure.com, which will end Friday April 24th, 2026 @ 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 April 8, 2026

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 #8071
5951 Grelot Rd
Mobile, AL 36609
251-706-7202
Unit 1085 Roderick Smith Jr. 3390 Shenandoah Tr, Semmes, AL 36575
Unit 1100 Sarah Huett 4950 Government Blvd Apt 104, Mobile, AL 36693
Unit 1276 Tiffany Owens 1500 Hillcrest Rd Apt 221, Mobile, AL 36695
Unit 2087 Faye Pugh Holcombe 6050 Grelot Rd, Mobile, AL 36609
Unit 2132 James Robinson 6700 Wall St 16E, Mobile, AL 36695
Unit 2134 Anita T Norswearthy 4308 Nadzab Ct, Mobile, AL 36609
Unit 2168 Sharon Cortez 112 South University Apt 2210, Mobile, AL 36608
Unit 2172 Carl Turner Jr. 1601 Knollwood Dr Apt 82, Mobile, AL 36609
Unit 2191 Jalexia Reese 1675 Knollwood Dr, Mobile, AL 36609
Unit 2265 Terrence Pressley 1545 Leroy Stevens Rd, Mobile, AL 36695
Unit 3169 Christen Morris 118 Highwoods Blvd, Madison, MS 39110
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.storagetreasure.com, which will end Friday April 24, 2026 @ 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 April 8, 2026

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 #8072
99 Schillinger Rd S
Mobile, AL 36608
251-706-7301
Unit 3043 April Janik 120 Annadale St, Dauphin Island AL 36528
Unit 3045 Jerrika Grissom 905 Parkmont Circle W, Mobile AL 36708
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.storagetreasure.com, which will end Friday, April 24, 2026 @ 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 April 8, 2026

Notice of Self Storage Sale
Please take notice Storage Sense - Saraland located at 700 Industrial Pkwy, Saraland, AL, 36571 intends to hold a public sale to the highest bidder of the property stored by tenants for default on their Storage Contracts. The sale will occur as an online auction via www.storageauctions.com on 4/15/2026 at 11:00AM. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
Call News April 8, 2026

OTHER LEGALS

VALUATION NOTICE
That the assessed valuations of all property listed for taxation have been fixed, as provided by law, and that such assessed valuations are in the office of the Mobile County Revenue Commissioner and are open for public inspection, and also available online at www.mobilecopropertytax.com.
Protests should be hand delivered or mailed to the Board of Equalization located at 3925 Michael Boulevard, Suite H Mobile, AL 36609. The Board of Equalization will consider such protests as may be filed by any taxpayer, as provided by law, and that any taxpayer who is not satisfied with the valuation of his property, as fixed and entered on the return lists, may file objections in writing to such assessed valuations with said Board within thirty (30) days of the date of the Real Property valuation notice and the taxpayer shall set out in such objections filed with the description of each item of property the key number, parcel number, and phone number along with his reason for making objections to the assessed valuation as placed thereon.
Last day to protest is May 19, 2026.
Kim Hastie, Secretary
Board of Equalization
Call News April 8, 15, 2026

SHERIFF'S SALE

SHERIFF'S SALE
CASE NO. CV 2023 900402
STATE OF ALABAMA
COUNTY OF MOBILE
BRITTANY WINTERS, ET AL
VS
JB ACCOUNTING SERVICES, LLC, ET AL
Under and by virtue of a Writ of Fieri Facias issued out of the CIRCUIT CIVIL Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on May 4, 2026 at the hour of 12:30 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of JB ACCOUNTING, LLC, ET AL, in and to the following described REAL property, to-wit:
FROM THE SOUTHWEST CORNER OF DAVIS AVENUE AND GASTON STREET RUN SOUTHWARDLY ALONG THE WEST LINE OF GASTON STREET 248.33 FEET FOR THE POINT OF BEGINNING; THENCE DEFLECTING 93 DEGREES 47 MINUTES TO THE RIGHT RUNWESTWARDLY 177.5 FEET TO A FENCE, THENCE DEFLECTING 94 DEGREES 27 MINUTES TO THE LEFT RUN EASTWARDLY 50 FEET; THENCE DEFLECTING 84 DEGREES TO THE RIGHT RUN SOUTHWARDLY 13.9 FEET; THENCE DEFLECTING 89 DEGREES 52 MINUTES TO THE WEST LINE OF GASTON STREET; THENCE NORTHWARDLY ALONG SAID WEST LINE 24 FEET TO THE POINT OF BEGINNING.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE RESET
CASE NO. RV 2026 027519
STATE OF ALABAMA
COUNTY OF MONTGOMERY
ALABAMA DEPT OF REVENUE
VS
CRAIG BYRD aka MICHAEL CRAIG BYRD
Under and by virtue of a Writ of Fieri Facias issued out of the ALABAMA DEPT OF REVENUE Court of Montgomery County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on MAY 04, 2026 at the hour of 12:00 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of CRAIG BYRD aka MICHAEL CRAIG BYRD, in and to the following described REAL property, to-wit:
LOT 9 FIRST ADDN TO WILMER GEORGETOWN ACRES MBK 86/59 #SEC 17 T2S R3W #MP17 04 17 0 000. Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE
CASE NO. SM 2023 905942
STATE OF ALABAMA
COUNTY OF MOBILE
LENDMARK FINANCIAL SERVICES, LLC
VS
MARY LOZANO
Under and by virtue of a Writ of Fieri Facias issued out of the SMALL CLAIMS Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on APRIL 27, 2026 at the hour of 12:00 pm, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA., all the right, title and interest of MARY LOZANO, in and to the following described REAL property, to-wit:
LOT 20, MALIBAR HEIGHTS SUBDIVISION, FIFTH UNIT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 12, PAGE 40, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF THE PROBATE COURT, MOBILE COUNTY, ALABAMA.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF, MOBILE COUNTY
Call News April 1, 8, 15, 2026

PUBLIC HEARING

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.
Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.
All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15 2026

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

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Due Date: 4/11/26

Total Balance Due by 4/11/2026

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DEPARTMENT
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MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
04/01/26	CN	Sale	82381	PO: NOTICE OF HEARING Legal Display: 3x10.5"	$267.75			$267.75

Total Charges	$267.75
Discount	
Tax	$0.00
Payments Applied	
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NOTICE OF HEARING
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AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Legal Display

The Newspaper published the attached legal notice in the issues of
4/1/2026

The sum charged for these publications was $267.75 per week for 1.00 consecutive weeks, a total cost of $267.75.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Willie Gray
_____ (Publisher)

Sworn to and subscribed before me on this 1st day of April, 2026.

Rhonda Gray
Notary Public_____

My Commission Expires 2/10/2027

Ad ID 82381
EMAIL PAPER COPY

RHONDA GRAY
NOTARY
PUBLIC
Expires:
February 10, 2027
ALABAMA STATE AT LARGE

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134500
Invoice Date: 3/25/2026
Due Date: 4/4/26

Total Balance Due by 4/4/2026

$237.51

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
03/25/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/01/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/08/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17

Total Charges	$237.51
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$237.51

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Please return this portion with your payment.

Invoice

Invoice Date: 3/25/2026
Invoice # 134500
Account # 5365

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7870 State Street
Citronelle, AL 36522

AMEND APPENDIX A
Total Balance Due by 4/4/2026 **$237.51**

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AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Public Notice LEGAL

The Newspaper published the attached legal notice in the issues of

3/25/2026

4/1/2026

4/8/2026

The sum charged for these publications was $79.17 per week for 3.00 consecutive weeks, a total cost of $237.51.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

_____ (Publisher)

Sworn to and subscribed before me on this 8th day of April, 2026.

Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82382
EMAIL PAPER COPY
victoria.burch@cityofmobile.gov

RHONDA GRAY
NOTARY
PUBLIC
Expires:
February 10, 2027
ALABAMA STATE AT LARGE

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, April 16, 2026, 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 include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

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

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

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.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

Attachment

C

Appendix A Unified Development Code

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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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B 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, including any administrative deviations approved in accordance with subsection (d) below.

(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 Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

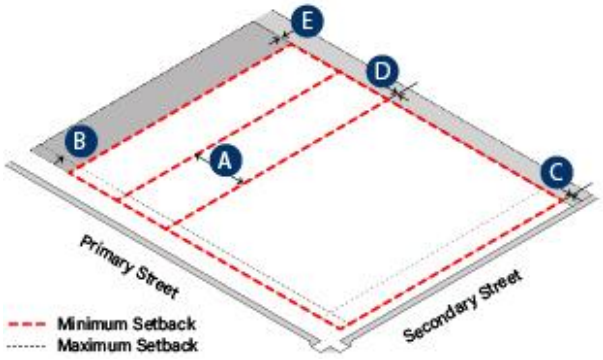
(e) *Dimensional and Intensity Standards*

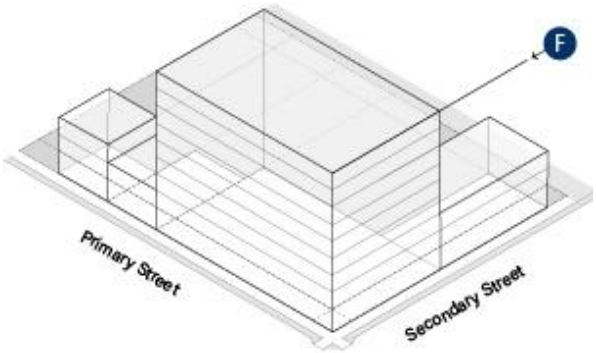
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]
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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

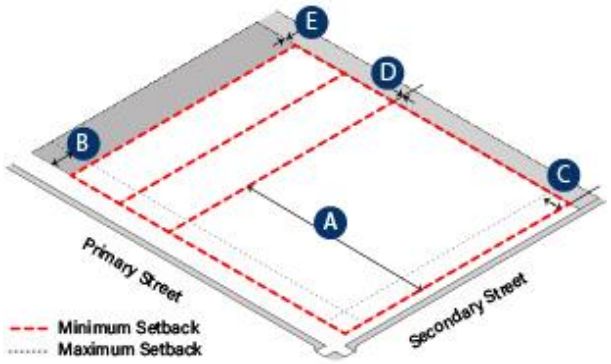
(d) *Permitted Uses*

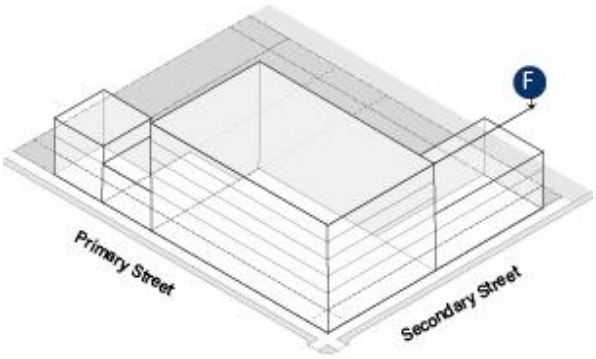
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

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

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

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

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

Building Form		
Height, max	F	5 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

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

(a) *Generally*

The T-5.1 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

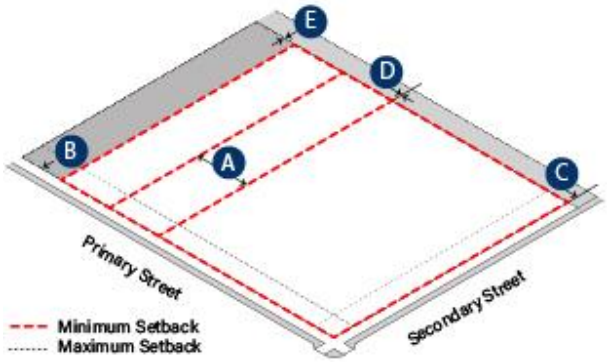
(d) *Permitted Uses*

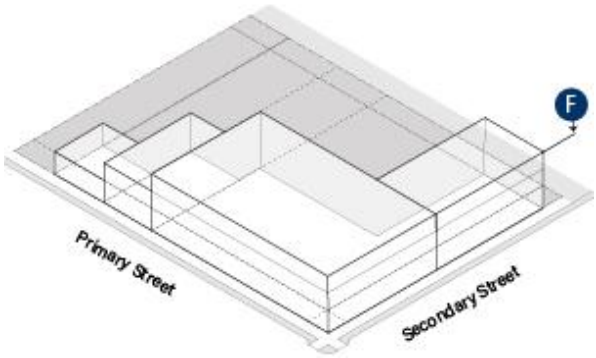
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

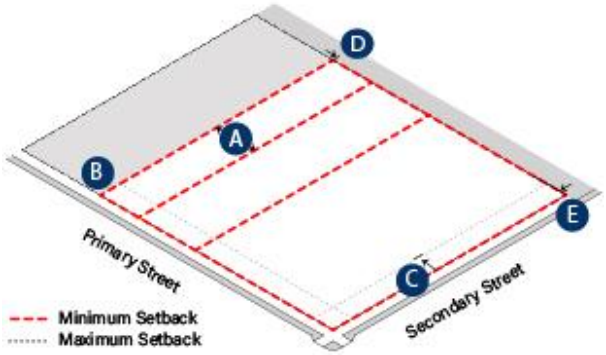
(d) *Permitted Uses*

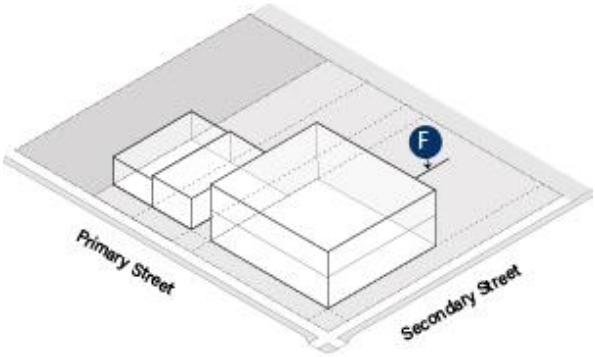
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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

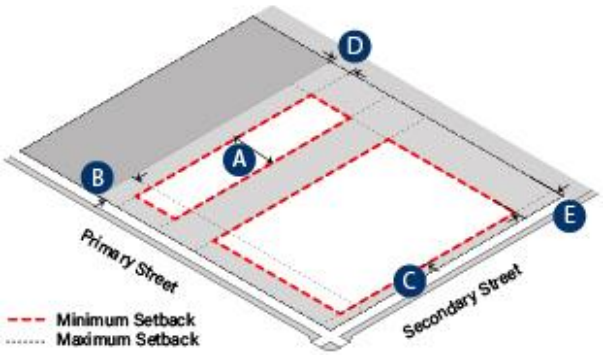
(d) *Permitted Uses*

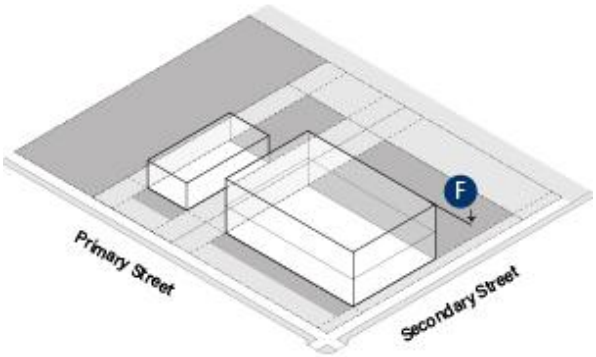
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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

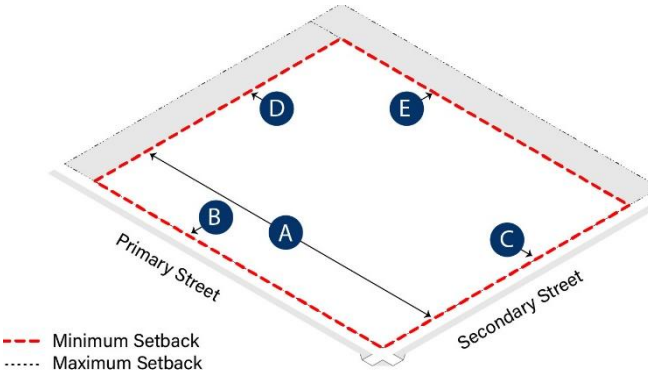
(d) *Permitted Uses*

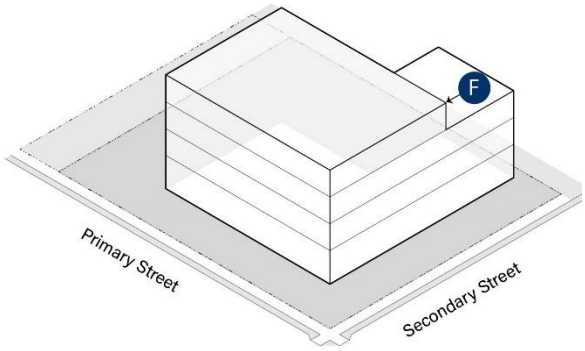
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

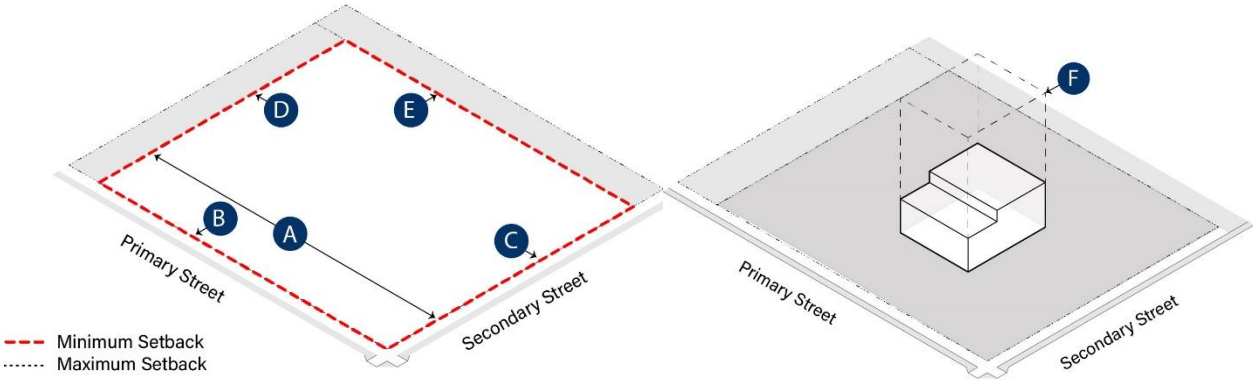
(d) *Permitted Uses*

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

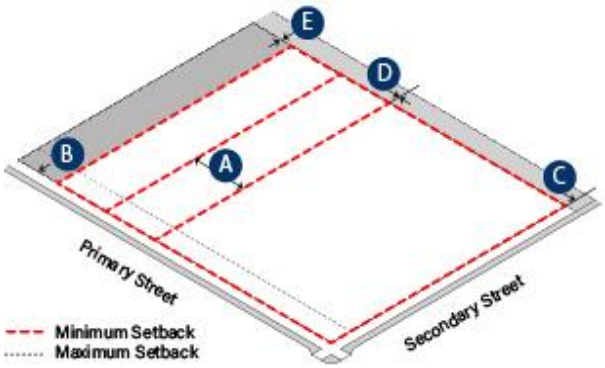
(d) *Permitted Uses*

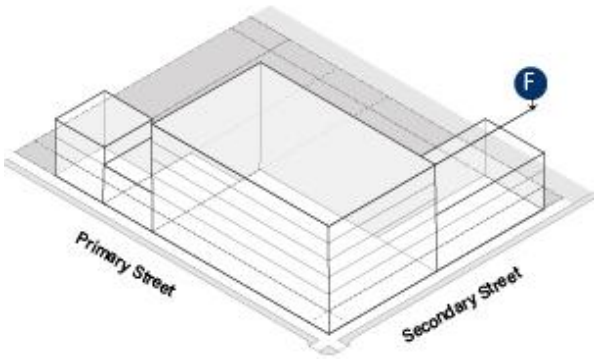
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(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 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 Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(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 Docks and Service Areas*

Off-street loading docks 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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. 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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = 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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

(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 (primary entry only)	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

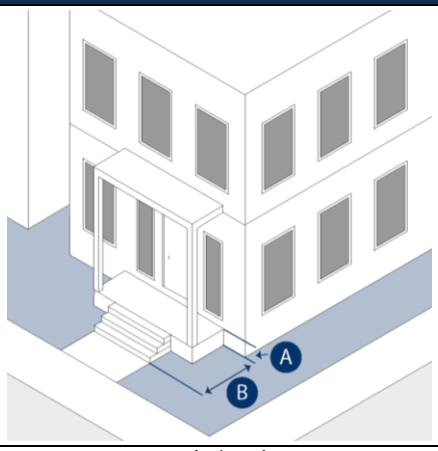
1. *General Characteristics*

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

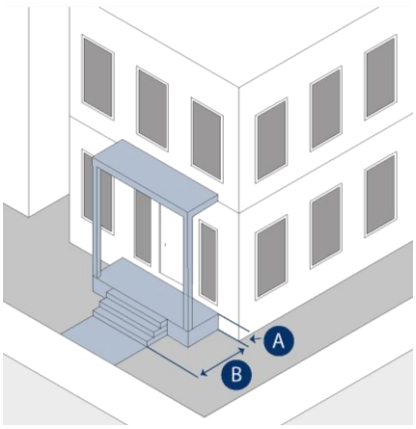
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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*

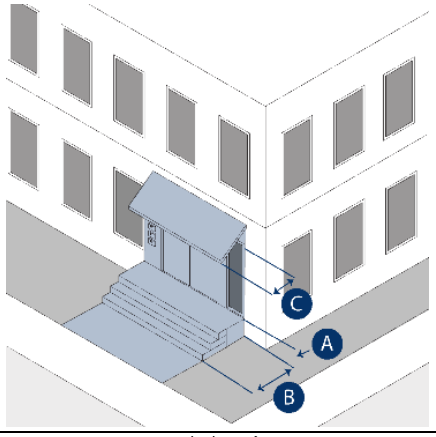
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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 | 30 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:

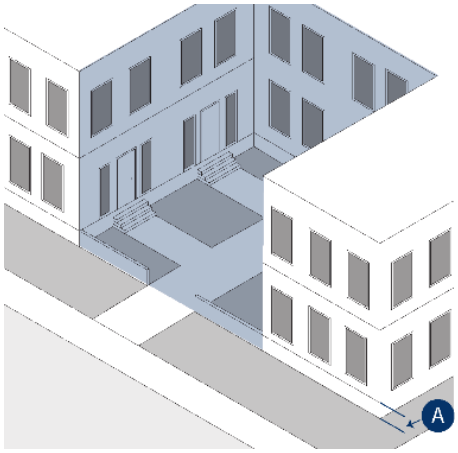
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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

K. Vehicular Forecourt Frontage Type

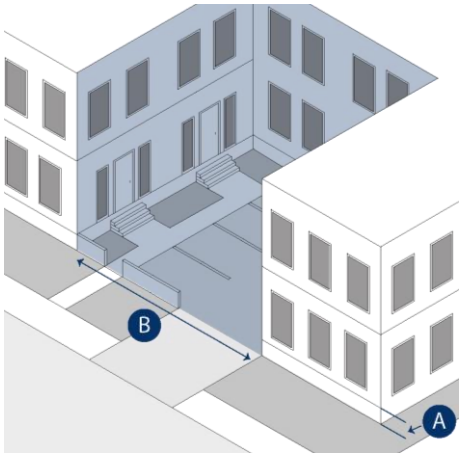
1. *General Characteristics*

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
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

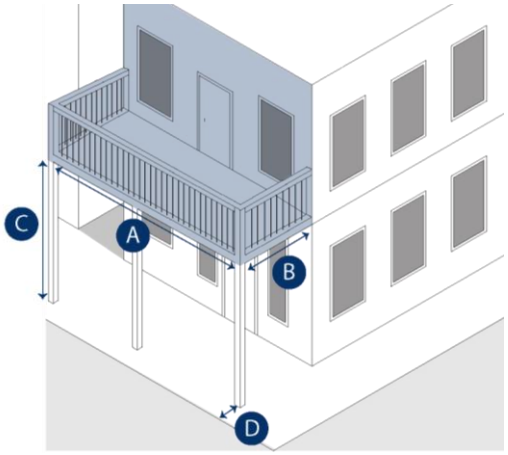
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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 (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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

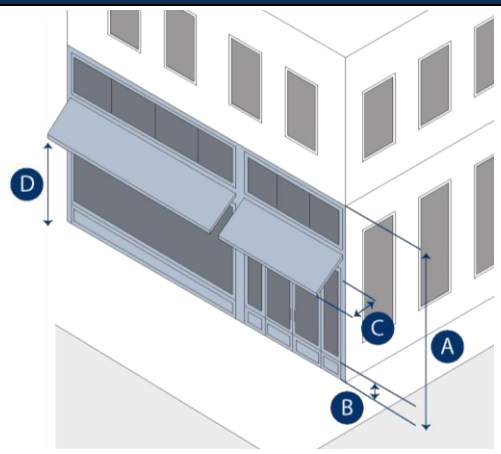


Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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 Height (feet)	
Floor and Use	**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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

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

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.” A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

Attachment

D

Appendix A Unified Development Code

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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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

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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, including any administrative deviations approved in accordance with subsection (d) below.

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(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 Section 2.B.6, Variance.

Deleted: subsection 6 below

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

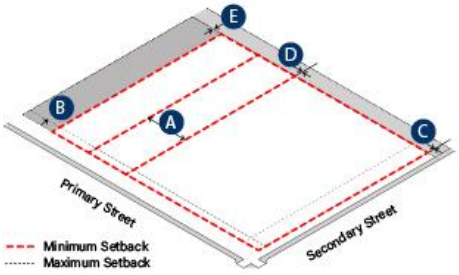
(e) *Dimensional and Intensity Standards*

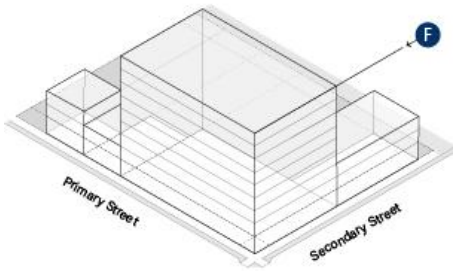
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]

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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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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*

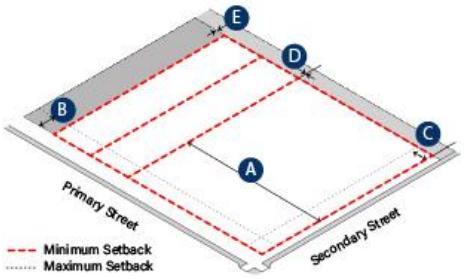
See Table 4.1: Use Table, in Section 4, Use Regulations

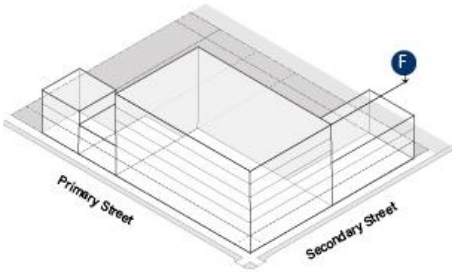
(e) *Dimensional and Intensity Standards*

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

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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 [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), 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	5 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. See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

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

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

(a) *Generally*

The T-5.1 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.

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(b) *FLUM Applicability*

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

(c) *Overlay Applicability*

Not applicable

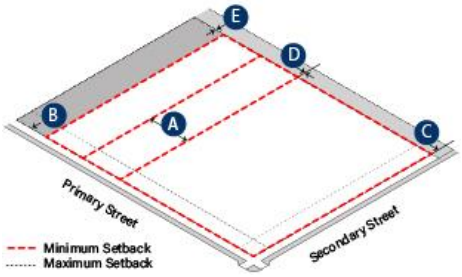
(d) *Permitted Uses*

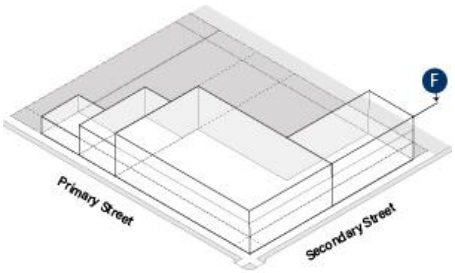
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

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

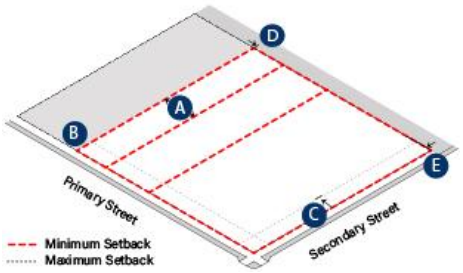
(d) *Permitted Uses*

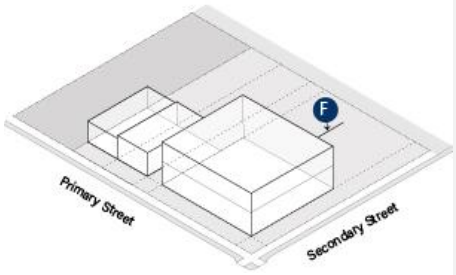
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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.

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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

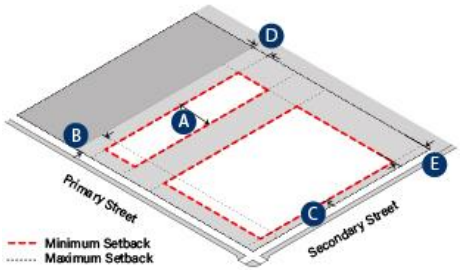
(d) *Permitted Uses*

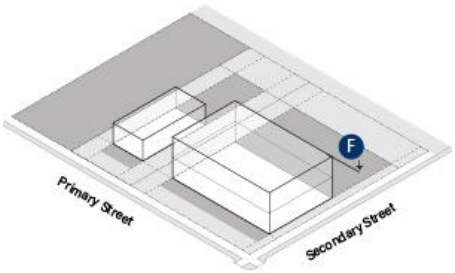
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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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

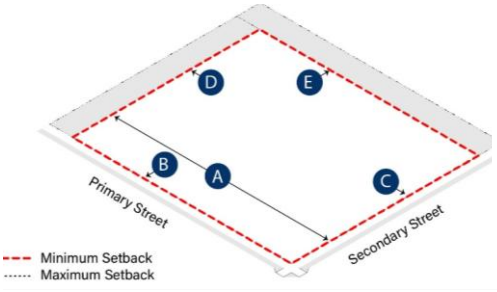
(d) *Permitted Uses*

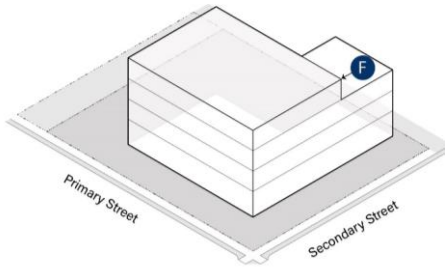
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

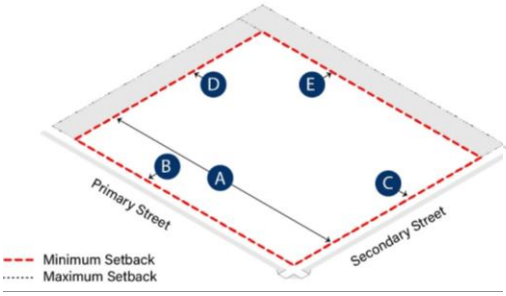
(d) *Permitted Uses*

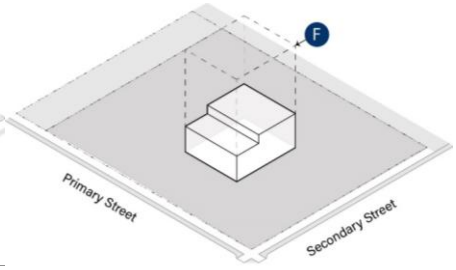
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

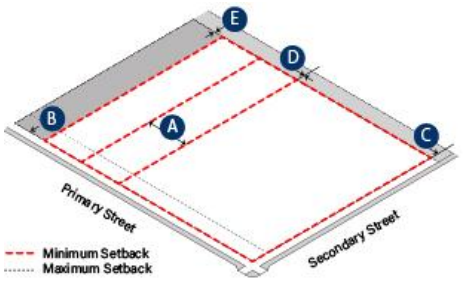
(d) *Permitted Uses*

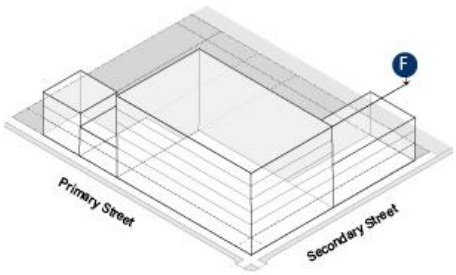
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Inserted Cells
Inserted Cells

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

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(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 lot shall not exceed the maximum number by sub-district in Table 5.2.

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Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

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Deleted: parking

(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 Docks and Service Areas*

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Off-street loading docks 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:

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(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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

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(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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(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.

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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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

6. *Sign Specific Standards*

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Deleted: [1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.

(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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	•	•			•	•	•
Vehicular forecourt	•				•	•	•
Gallery	•	•			•	•	
Shopfront	•	•	•		•	•	•
• = Permitted							

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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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

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(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 (primary entry only)	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

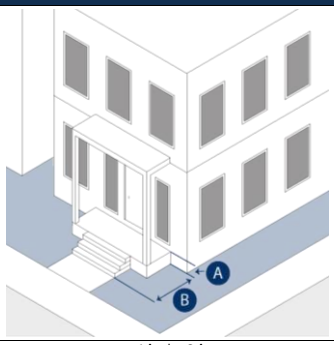
1. *General Characteristics*

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel, or aluminum. Walls: brick, stone, or stucco over masonry.
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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
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G. Terrace Frontage Type

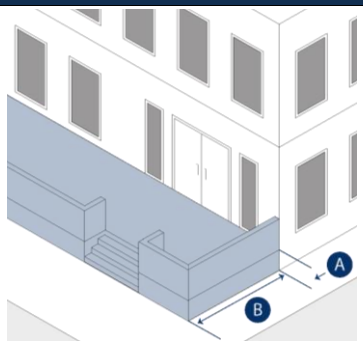
1. *General Characteristics*

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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

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H. Stoop Frontage Type

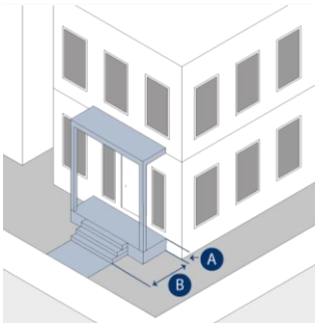
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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

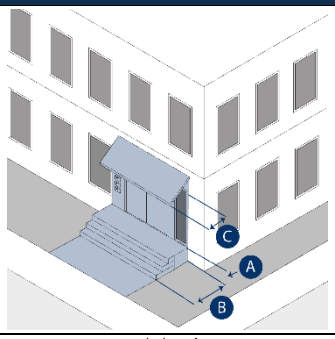
1. *General Characteristics*

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)	A			●	●				●	n/a | 30 in (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Encroachment depth (max)										
Stairs	B			●	●		●	●	●	May encroach up to property line
Fences and Walls										
General Standards					●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings										
Material and Type				●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection		C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance				●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways					●					One permitted per entrance, with a maximum width of 5 ft
Frontage										
Surfacing				●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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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

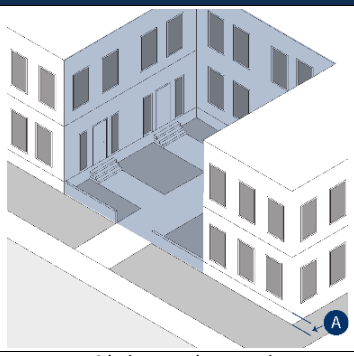
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

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
	Canopy	●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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



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May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere

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K. Vehicular Forecourt Frontage Type

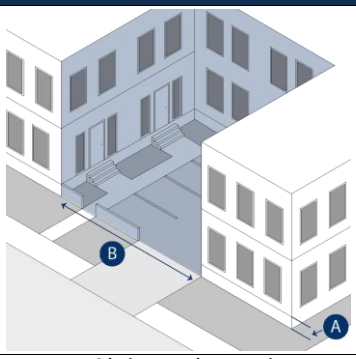
1. *General Characteristics*

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
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

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L. Gallery Frontage Type

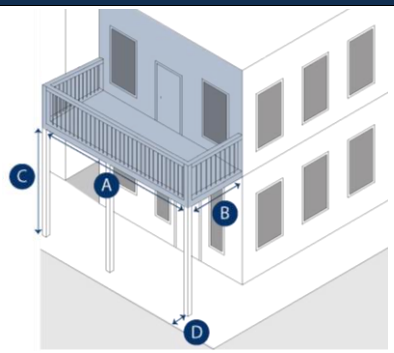
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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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.

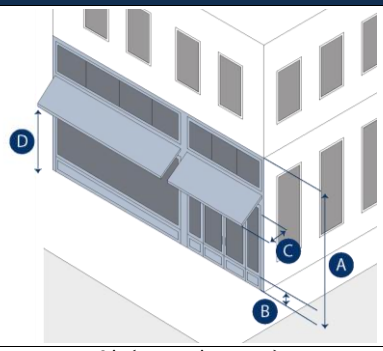
2. *Standards*

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 (see Figure 6.1: Shopfront Design Illustration)
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
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.



Commented [GG1]: Definte terms

Deleted: FIGURE A-10.a)

Deleted: Gallery, materials

Figure 6.1: Shopfront Design Illustration



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

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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

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." A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

Attachment

E

Mobile Planning Commission Results Agenda
April 16, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

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

Staff: Butch Ladner, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Jay Stubbs. Second by Matt Anderson. Adopted.

NEW ITEMS

1. SUB-003653-2026

Location: 4103 Moffett Road
Subdivision Name: Brown Square Subdivision
Applicant / Agent: Robert Brown, R & G Brown Properties, Inc. (Joseph N. Asarisi, Asarisi & Associates, LLC, Agent)
Council District: District 1
Proposal: Subdivision of 1 lot; 1.1± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

Motion to amend the approval to waive Section 6.B.9. of the Subdivision Regulations by Matt Anderson. Second by Jay Stubbs. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
2. Revision of the plat to illustrate a 25-foot front yard setback along Moffett Road, in compliance with Article 2, Section 64-2-14.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations.
3. Provision of a note on the Final Plat stating the site shall comply with the residential protection buffer requirements of Article 3, Section 64-3-8.A. of the Unified Development Code;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and,
7. Compliance with all Fire Department comments noted in the staff report.

2. SUB-003661-2026

Location: 4250 Dauphin Island Parkway
Subdivision Name: Perch Creek Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 4.75± acres

Motion to approve by Matt Anderson. Second by Jennifer Denson. Approved.

After discussion the Planning Commission waived Section 6.C.7. of the Subdivision Regulations (for excess street frontage) and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to illustrate right-of-way dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Revision of the plat to illustrate right-of-way dedication sufficient to provide 30 feet from the centerline of Winston Road;
3. Revision of the plat to illustrate right-of-way dedication sufficient to provide 25 feet from the centerline of Winston Lane;
4. Dedication of the corner radius at the intersection of Dauphin Island Parkway and Winston Road in compliance with Section 6.C.6. of the Subdivision Regulations;
5. Retention of the 25-foot corner radius at the intersection of Winston Road and Winston Lane;
6. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
7. Retention of the 25-foot front yard setback along Dauphin Island Parkway, adjusted for any required dedication;
8. Revision of the plat to illustrate a 25-foot front yard setback along Winston Road and Winston Lane, in compliance with Article 2, Section 64-2-10.E. of the Unified

Development Code and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication.

9. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permit permission of the easement holder;
10. Placement of a note on the Final Plat stating that the future development of the site is subject to the Peninsula Overlay provisions of Article 12 of the Unified Development Code;
11. Compliance with all Engineering comments noted in the staff report;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

3. SUB-003662-2026

Location: 2590 Dauphin Island Parkway
Subdivision Name: DIP-Triangle Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 1.85± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Illustration of the 100-foot right-of-way width along Dauphin Island Parkway or dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Retention of the lot's size in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Retention of the 25-foot minimum building setback line along Dauphin Island Parkway, adjusted for any required dedication;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003674-2026

Location: 4047 Dawson Drive
Subdivision Name: Shreves Estates Subdivision
Applicant / Agent: Jason Shreves
Council District: District 4
Proposal: Subdivision of 1 lot; 0.34± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Dawson Drive, as depicted on the preliminary plat;
2. Provision of the lot's size in both square feet and acres as a label on the Final Plat, or provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along Dawson Drive, in compliance with Section 64-2-5.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations;
4. Removal of all side and any rear yard setbacks from the Final Plat;
5. Provision of a note on the Final Plat stating no structure shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and,
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003660-2026

Location:	7380 Zeigler Circle South & 620 Zeigler Circle West
Subdivision Name:	Resubdivision of Lots 44 & 46, Revised Zeigler Airport Commercial Park Subdivision
Applicant / Agent:	Kari Givens, Byrd Surveying, Inc.
Council District:	District 7
Proposal:	Subdivision of 2 lots; 2.09± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 6.C.9. of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide rights-of-way along Zeigler Circle South and Zeigler Circle West on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-16.E. of the UDC and Section 6.C.8. of the Subdivision Regulations;
4. Retention of a note on the Final Plat stating no structures shall be constructed within any easement without permission from the easement holder;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

6. SUB-003675-2026

Location: 3000 Bryant Road
Subdivision Name: Resubdivision of the Resubdivision of Revised Bucci Subdivision
Applicant / Agent: Johana A. Bucci (Keri Coumanis, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 2 lots; 2.48± acres

Kirk Mattei recused.

Motion to holdover by Jay Stubbs. Second by Jennifer Denson. Heldover until the June 18, 2026, meeting.

After discussion the Planning Commission heldover the request until the June 18th meeting to allow the applicant time to make one of the following revisions, with associated application and notification fees submitted by May 18th, as necessary:

1. Either revise the plat to depict three (3) lots;
2. Submit a Use Variance application to allow multiple dwellings on a single building lot; or
3. Obtain a Demolition Permit for one of the dwellings on the proposed Lot 2.

7. SUB-003667-2026

Location: 258 North Hamilton Street
Subdivision Name: Resubdivision of Hampton Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 3 lots; 0.26± acres

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along North Hamilton Street, as depicted on the preliminary plat;
2. Retention of the 50-foot-wide right-of-way along North Franklin Street, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, in compliance with Section 5.A.2.(3)(3) of the Subdivision Regulations;

4. Revision of the Final Plat to illustrate the maximum allowable building setback of twelve feet (12') along both street frontages;
5. Provision of a note on the Final Plat stating that Lot 2-A is limited to one (1) curb cut access to North Franklin Street;
6. Provision of a note on the Final Plat stating that Lots 1-A and 1-B are not allowed a curb cut;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003672-2026

Location: 1111 Government Street
Subdivision Name: Oakleigh Row Subdivision
Applicant / Agent: Stephen Howle, SPH Holdings, LLC
Council District: District 2
Proposal: Subdivision of 4 lots; 1.05± acres

Motion to approve by Jennifer Denson. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.C.2.(b)(4) of the Subdivision Regulations (for substandard lot width) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 100-foot-wide right-of-way along Government Street on the Final Plat;
2. Retention of the 50-foot-wide right-of-way along Church Street on the Final Plat;
3. Retention of the lot numbers on the Final Plat;
4. Revision of the plat to add a note stating that the site shall comply with the provisions of the Historic District Overlay (HDO) in Article 14 of the Unified Development Code, including the front yard dimensional standards for lots in the HDO;
5. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
6. Placement of a note on the Final Plat stating that approvals from the Historic Development Department/Architectural Review Board are required prior to the issuance of any development permits;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and
10. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003658-2026

Location: 1617 Brill Road
Subdivision Name: Nigzhel Christopher Landing Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.

Council District: District 3
Proposal: Subdivision of 5 lots; 1.45± acres

Motion to approve by Matt Anderson. Second by Larry Dorsey. Approved.

After discussion the Planning Commission waived Section 6.C.9.(a) of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Brill Road;
2. Retention of the lot sizes in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Brill Road where each lot is at least 60 feet wide;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

10.SUB-003673-2026

Location: 4038 Leighton Place Drive
Subdivision Name: Leighton Village Subdivision, Phase III
Applicant / Agent: 195, LLC
Council District: District 4
Proposal: Subdivision of 15 lots; 4.23± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 60-foot radius (120-foot diameter) cul-de-sac on the Final Plat;
2. Retention of the proposed street extension name and 50-foot right-of-way width label, and labeling as a public right-of-way on the Final Plat;
3. Retention of lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the setback data and site coverage data in the Site Data table on the Final Plat (20-foot front yard, 7-foot side yards, 10-foot rear yards, and 50% site coverage);

5. Retention of Note #10 on the Final Plat stating that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
6. Retention of Note #12 on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

11.ZON-UDC-003666-2026

Location:	East Side of Tacon Street, 267±' North of Cameron Street
Applicant / Agent:	Christopher J. Hughes
Council District:	District 1
Proposal:	Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Urban District**:

A) Consistency. 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. 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. 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 **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

12.SUB-003671-2026 & MOD-003668-2026

Location:	4630, 4700, and 4960 Dauphin Island Parkway
Subdivision Name:	Perch Creek - Dockside Marina Subdivision
Applicant / Agent:	Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
Council District:	District 3
Proposal:	Subdivision of 2 lots, 19.8± acres; and request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Subdivision: Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request to the May 21st meeting to allow the applicant time to submit a concurrent rezoning application to remove the condition limiting development of the site to an approved Planned Unit Development.

PUD Termination: At the applicant's request the application was withdrawn from consideration.

OTHER BUSINESS

Public Hearing to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

Review of Minutes from the following Planning Commission meetings:

- September 18, 2025
- October 16, 2025

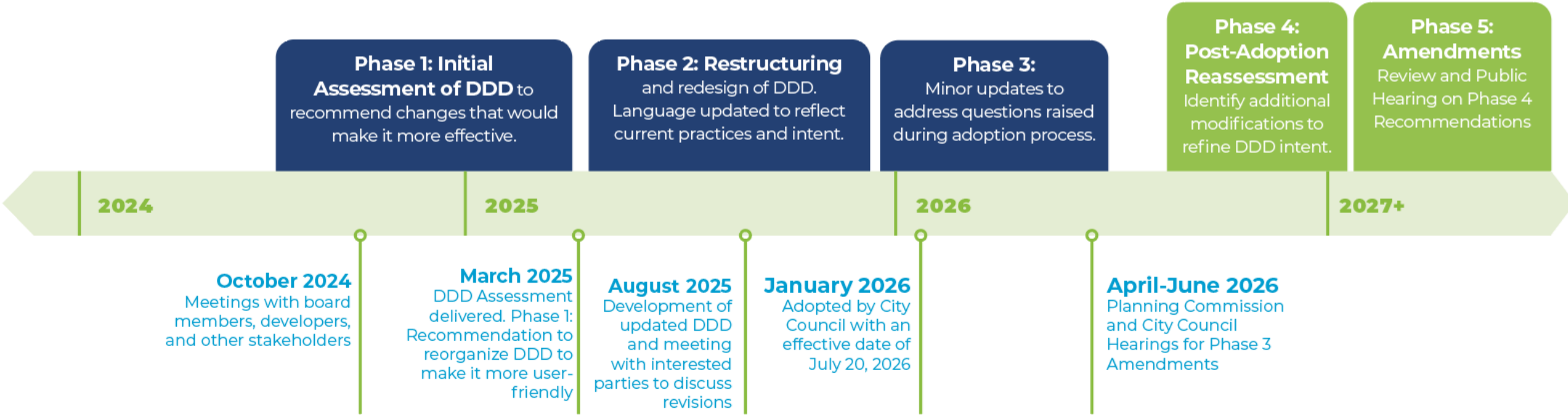
Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

DDD update

April 16, 2026



PROJECT OVERVIEW



UPDATES SINCE JANUARY 2026

Throughout

- Corrected missing cross-references and typographical errors

Section 2 — Administrative Procedures

- Reintroduced a procedure for administrative deviations, clarifying the Director's existing authority to approve minor deviations during plan review

Section 3 — Zoning Sub-Districts

- Clarified that land in the SD: Special District must be rezoned before development may commence
- Added cross-references to parking structure height exceptions in T-6, T-5.2, and T-5.1 standards tables

UPDATES SINCE JANUARY 2026

Section 5 — Development Standards

- Added omitted regulations regarding the placement of surface parking lots in relation to the primary façade
- Clarified curb-cut and vehicular access requirements for primary and secondary frontages
- Clarified that parking lot screening requirements differ by A-street and B-street frontage for parking structures
- Added omitted regulations for rooftop equipment visibility and parking structure height exceptions
- Updated Figure 5.1 for consistency with sign regulations

UPDATES SINCE JANUARY 2026

Section 6 — Frontage Standards

- Added omitted walkway standards for the Lawn Frontage type
- Clarified that stoops are permitted at secondary entrances under the Stoop Frontage type
- Clarified that Gallery Frontage may incorporate all elements of the Shopfront Frontage
- Added omitted paving allowances for Common Entry and Gallery Frontage in applicable sub-districts
- Added omitted Shopfront Frontage standards applicable in T-5
- Added omitted transparency exceptions for certain SD-WH frontages
- Clarified additional walkway width allowance for additions to existing buildings in T-5 with a stoop or common entry frontage

UPDATES SINCE JANUARY 2026

Section 9 — Definitions

- Clarified that a streetscreen is not considered a fence for purposes of the DDD

NEXT STEPS

1. **Adoption of Phase 3:** Rollout of new application material
2. **Assessment Phase 4:** Consider updates to standards or policies
3. **Update Phase 5:** Process and details to be determined



Questions

Attachment

F

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 Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B 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, including any administrative deviations approved in accordance with subsection (d) below.

(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 Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *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.

(f) *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 3.1: Zoning Sub-Districts Established are hereby established:

Table 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
SD	SD: Special District

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.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

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

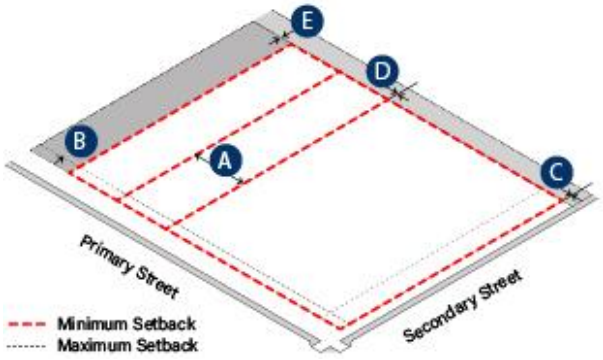
(e) *Dimensional and Intensity Standards*

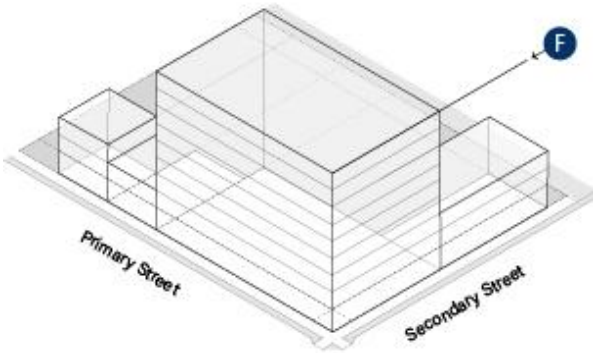
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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
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
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 [1]
Parking structure		80 feet [4]
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.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

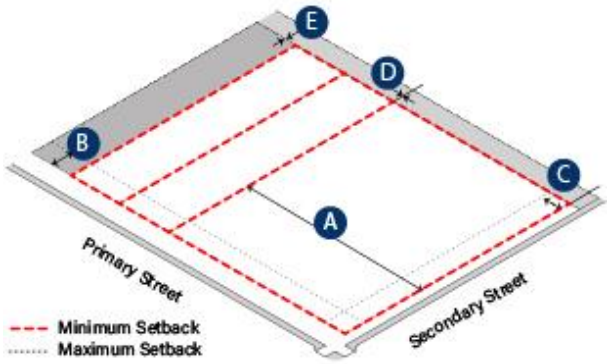
(d) *Permitted Uses*

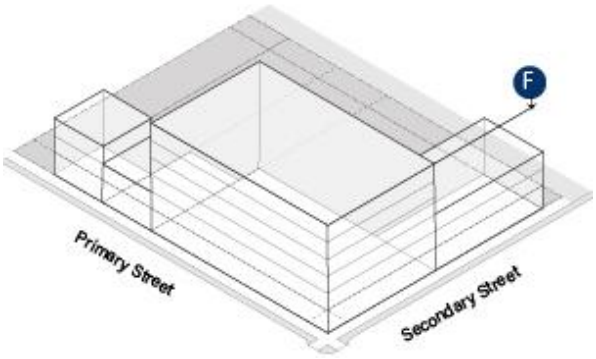
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

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

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

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

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

Building Form		
Height, max	F	5 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

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

(a) *Generally*

The T-5.1 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

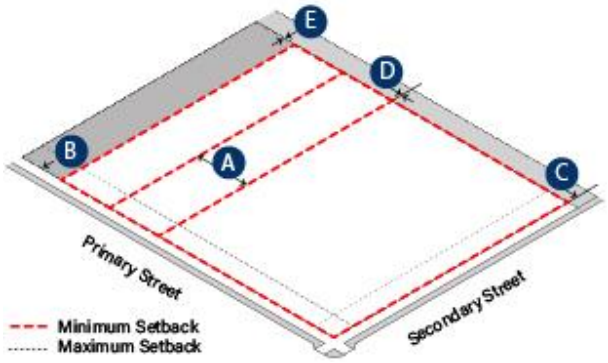
(d) *Permitted Uses*

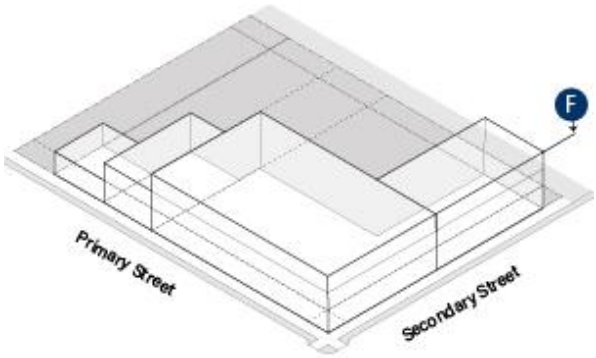
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
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, and the maximum primary frontage setback may extend an additional 12 feet along Government St.
[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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

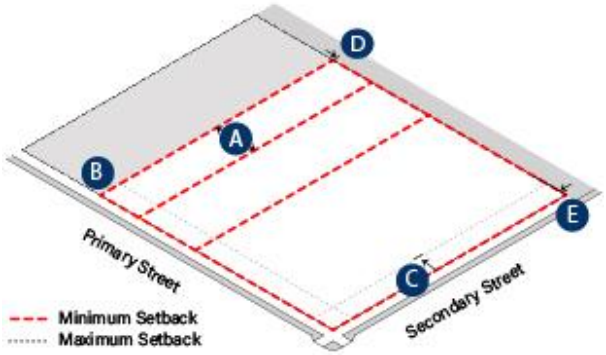
(d) *Permitted Uses*

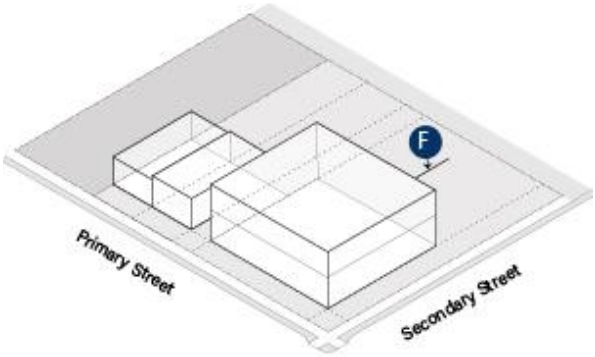
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [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	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 is two stories.
[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

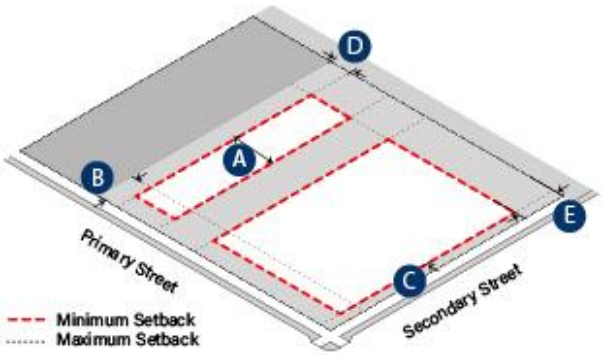
(d) *Permitted Uses*

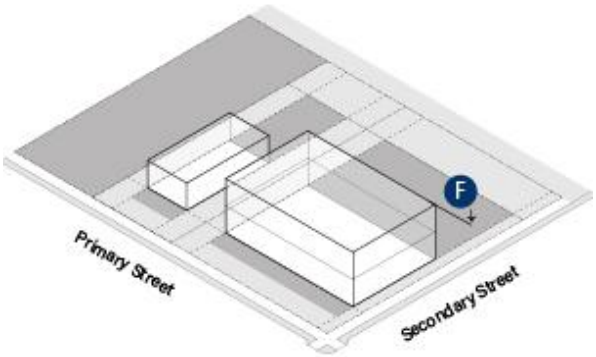
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
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 [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

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 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.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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

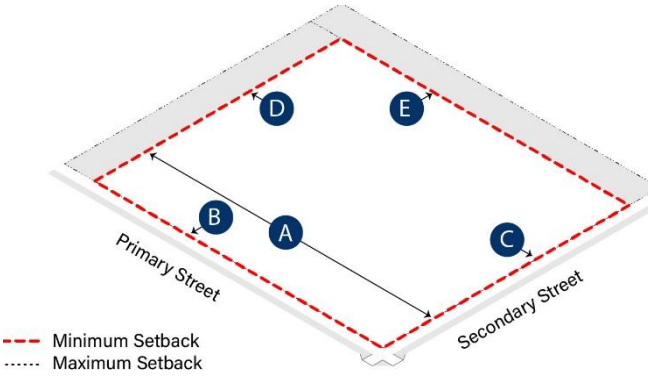
(d) *Permitted Uses*

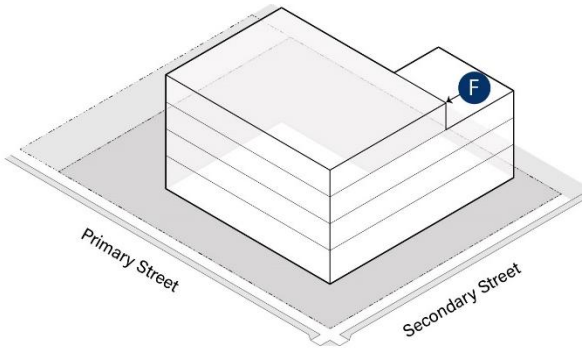
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

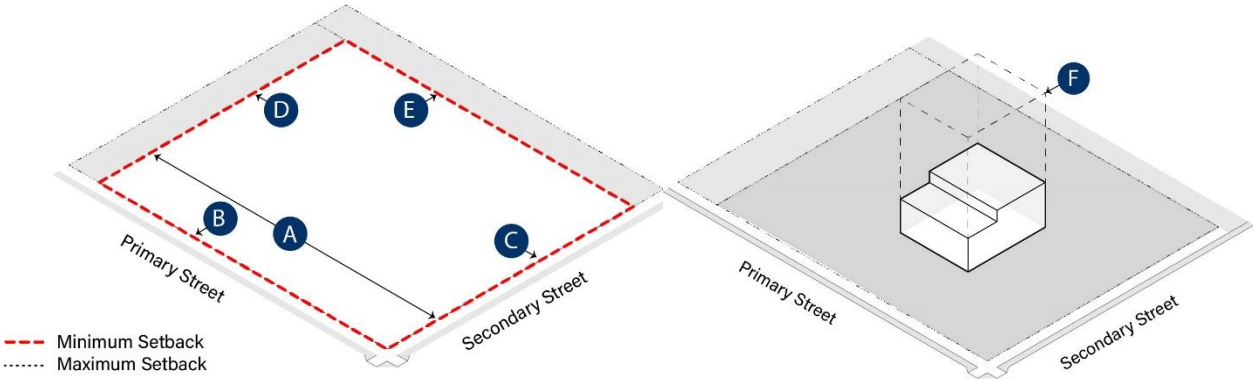
(d) *Permitted Uses*

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

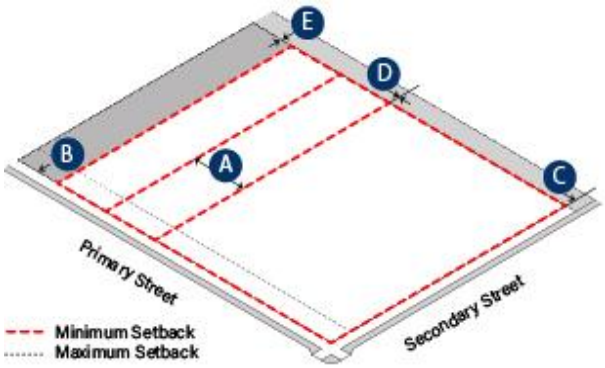
(d) *Permitted Uses*

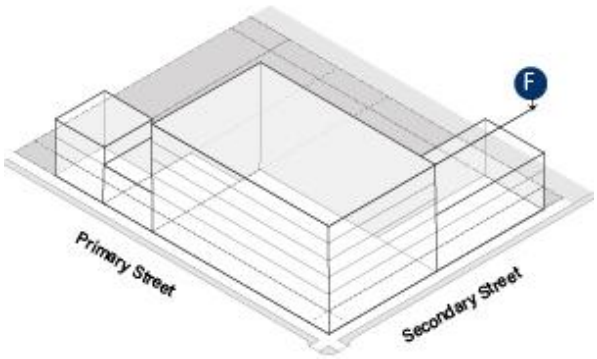
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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 [2]

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 [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

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) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) 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 only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(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 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 Per Frontage
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 cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(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 Docks and Service Areas*

Off-street loading docks 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*

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

a. A liner building; , or

b. One of the following types of screens:

1. 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

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. 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

2. 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) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be 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, or wood lattice, or a wrought iron style made of iron, steel, or aluminum..

(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. See also Figure 5.1: Sign Standard Illustration.

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]	●	●	●		●	●	●
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

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
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 building	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))	SD-WH, Municipal, and Open: 8 square feet 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 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
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

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.

Figure 5.1: Sign Standard Illustration



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 frontages 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		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = 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, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	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 (primary entry only)	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 (primary entry only)	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

(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 (primary entry only)	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*

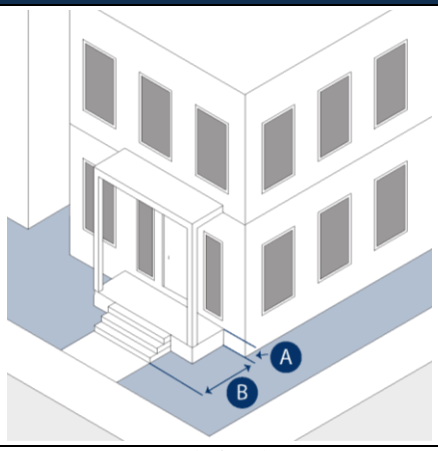
In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

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 and Walls									
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				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
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									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
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

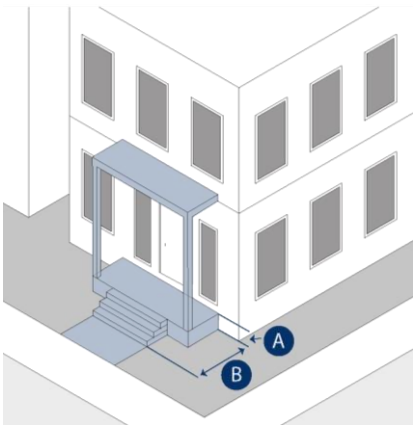
1. *General Characteristics*

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 at the primary entrance. Stoops at secondary entrances may 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*

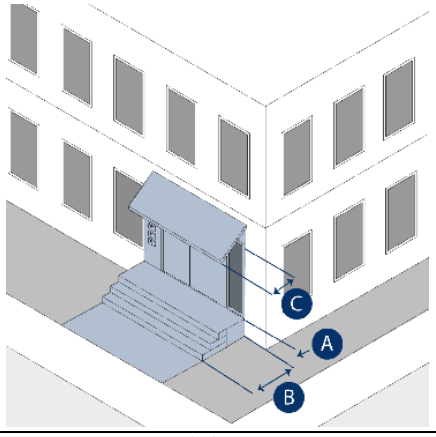
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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)	A		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	B		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span – Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Primary frontage, span – Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



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

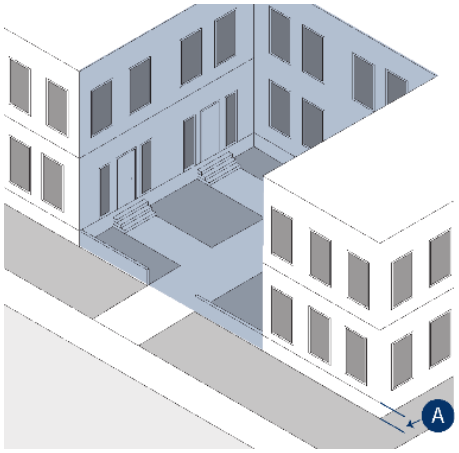
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

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
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
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



K. Vehicular Forecourt Frontage Type

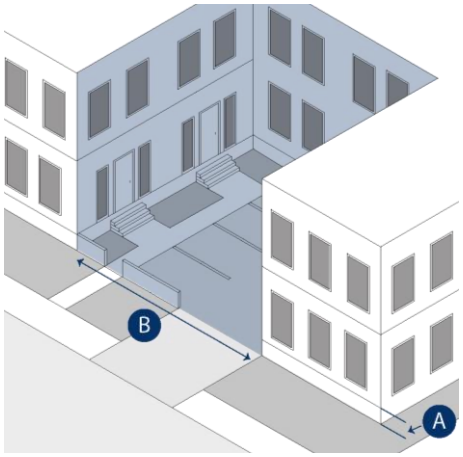
1. *General Characteristics*

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)		Ⓐ	●						●	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		Ⓑ	●				●	●	●	50% of width of facade
Design			●				●	●	●	Bound by building facades on at least two sides
Surfacing			●				●	●	●	Paved or unpaved, with unit masonry or concrete
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 on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
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

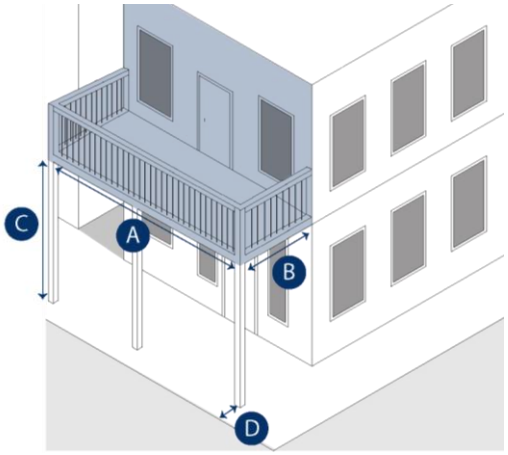
1. *General Characteristics*

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. A gallery frontage may include all elements of a shopfront frontage.

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. Upper story columns and railing posts shall align with columns below
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
Frontage									
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
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

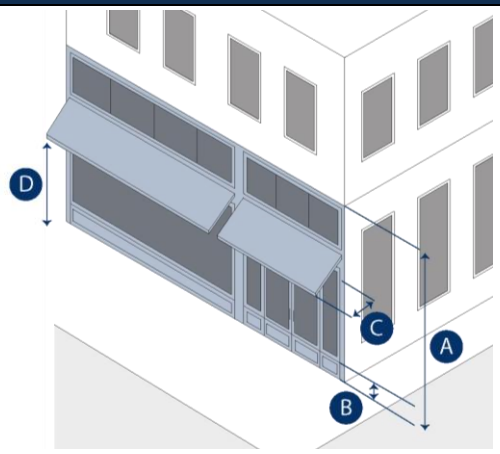
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(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 (see Figure 6.1: Shopfront Design Illustration)
Height (min)		Ⓐ	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		Ⓑ	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		Ⓒ	●	●	●		●	●	●	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
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.

Figure 6.1: Shopfront Design Illustration



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

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;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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 Height (feet)	
Floor and Use	**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, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

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

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.” A streetscreen is not considered to be a fence for purposes of the DDD.

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. A streetscreen is not considered a fence for purposes of the DDD.

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.

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Tavares Wills Young is appointed to the Mobile City County Youth Council effective immediately.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

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

Type of application:	Special Retail – More than 30 Days License
Submitted by:	American Multi-Cinema, Inc.
Location:	AMC Mobile 16 785 Schillinger Road, South Mobile, AL 36695

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
05/20/2026	NEW APPLICATION	2025 - 5792	113936	6	June 2, 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)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
AMERICAN MULTI-CINEMA INC

Trade Name (DBA)
AMC MOBILE 16

Location Address
785 SCHILLINGER ROAD SOUTH

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
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AMERICAN MULTI-CINEMA INC

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AMC MOBILE 16

Location Address

785 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/20/2026	NEW APPLICATION	2025 - 5792	113936	6	June 2, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
AMERICAN MULTI-CINEMA INC	AMC MOBILE 16

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	07/25/1968	00130242	MO	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
43-0908577	R008405871	[redacted]

Physical Address (Street Address, Suite #)	City	State	Zip Code
785 SCHILLINGER ROAD SOUTH	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]			

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	MOVIE THEATER	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ASHETON SAWYER		YES	[redacted]	

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
ERP PROPERTIES	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
909 WALNUT ST SUITE 2000	KANSAS	MO	64106

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
47,287	2,269	YES	NO	SHOPPING CENTER	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

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)
ADAM AARON MAXMILLIAN	CEO/PRESIDENT	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	AUBURN 14		2111 E UNIVERSITY DRIVE AUBURN
	CHANTILLY 13		10477 CHANTILLY PARKWAY MONTGOMERY
	PATTON CTEEK 15		4450 CREEKSIDE AVENUE HOOVER

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
GOODMAN SEAN DAVID	VICE PRESIDENT	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	AUBURN 14		2111 E UNIVERSITY DRIVE AUBURN
	CHANTILLY 13		10477 CHANTILLY PARKWAY MONTGOMERY
	PATTON CTEEK 15		4450 CREEKSIDE AVENUE HOOVER

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)
ASHETON SAWYER	POA	[redacted]	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
[redacted]				

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

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)	
ELLIS DANIEL EUGENE	VICE PRESIDENT	[redacted]	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]			
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	AUBURN 14		2111 E UNIVERSITY DRIVE AUBURN
	CHANTILLY 13		10477 CHANTILLY PARKWAY MONTGOMERY
	PATTON CTEEK 15		4450 CREEKSIDE AVENUE HOOVER

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
GLADACH EDWIN FRANCIS	SECRETARY	[redacted]	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]			
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	AUBURN 14		2111 E UNIVERSITY DRIVE AUBURN
	CHANTILLY 13		10477 CHANTILLY PARKWAY MONTGOMERY
	PATTON CTEEK 15		4450 CREEKSIDE AVENUE HOOVER

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
	SUMMIT 16		321 SUMMIT BLVD BITMINGHAM
	VESTAVIA HILLS 10		1911 KENTUCKY AVENUE VESTAVIA HILLS

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
ASHETON W. SAWYER, POA	22 MAY 2026
Owner/Applicant/POA Signature	Title of Person Signing this Application
Ashton W Sawyer	ATTORNEY IN FACT / POA

Sworn to and subscribed before me this 22nd day of May 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
TARA HARRIS		FEBRUARY 11,2030

Signature Page

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

AMERICAN MULTI-CINEMA INC

Trade Name (DBA)

AMC MOBILE 16

Location Address

785 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2025 - 5792

Notice Post Date @ Location

05/20/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 2, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other 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:

AMERICAN MULTI-CINEMA INC

dba AMC MOBILE 16

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

785 SCHILLINGER ROAD SOUTH , 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

June 2, 2026 for application number 2025 - 5792

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature POA

Tara Harris

Revenue Department Representative

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:

AMERICAN MULTI-CINEMA INC

dba AMC MOBILE 16

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS and

for the premises located at

785 SCHILLINGER ROAD SOUTH , 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 June 2, 2026 for application number 2025 - 5792

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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.

Christin W Sayre POA
Applicant/POA Signature

Tara Harris
Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

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Legal Business Name

AMERICAN MULTI-CINEMA INC

Trade Name (DBA)

AMC MOBILE 16

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785 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2025 - 5792

Notice Post Date @ Location

05/20/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 2, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Trade Name: AMC MOBILE 16
Filing Fee: $50.00
Applicant: AMERICAN MULTI CINEMA INC
Transfer Fee:
Location Address: 785 SCHILLINGER RD S MOBILE, AL 36695
Mailing Address: 11500 ASH STREET LEADWOOD, KS 66211
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** CORPORATION
Book, Page, or Document info: 00130242
Do you sell Draft Beer?: N/A
Date Incorporated: 07/25/1968 **State incorporated:** MO **County Incorporated:** COLE
Date of Authority: 12/07/2012
Federal Tax ID: 43-0908577 **Alabama State Sales Tax ID:** R008405871

Name:	Title:	Date and Place of Birth:	Residence Address:
DANIEL EUGENE ELLIS [redacted]	EXECUTIVE VICE PRESIDENT COO	[redacted]	[redacted]
SEAN DAVID GOODMAN [redacted]	EXECUTIVE VICE PRESIDENT CFO		
ADAM MAXIMILLAN ARON [redacted]	CEO PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

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

[redacted]

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: SEE EXHIBIT A 818-472-1760

What is lessors primary business? REAL ESTATE

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? YES

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 47287

Display Square Footage:

Building seating capacity: 2269

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER OTHER THEATERS
Is ther any further interest in, or connection with, the licensee's business by the lessor?: OTHER MOVIE THEATERS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260423140542106

Initial each — **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	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): James B. Pittman Jr Notary Name (print): Shauna B Mosley

Signature of Applicant: Attorney in Fact Notary Signature: Shauna B Mosley

SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Commission expires: 5/22/23

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:**

Full Name: Daniel (First) Eugene (Middle) Ellis (Last)

Title: Executive Vice President/COO [redacted]

I am a: United States Citizen ☑ Legal Resident of the United States ☐

Social Security Number: 588 27 2880 Home Phone Number: [redacted]

Residence Address: [redacted] (Street Address (include Suite/Unit/Building Number)) (City) (County) (Zip Code)

Have you ever legally changed your name? Yes ☐ No ☑

Have you ever legally changed your social security number? Yes ☐ No ☑

Please list all known Aliases and Nicknames: N/A

Full Name: Edwin (First) Francis (Middle) Gladbach (Last)

Title: VP/Interim GC/Secretary [redacted]

I am a: United States Citizen ☑ Legal Resident of the United States ☐

Social Security Number: 496 00 8707 Home Phone Number: 816-210-1642 Cell Phone Number: [redacted]

Residence Address: [redacted] (Street Address (include Suite/Unit/Building Number)) (City) (County) (Zip Code)

Have you ever legally changed your name? Yes ☐ No ☑

Have you ever legally changed your social security number? Yes ☐ No ☑

Please list all known Aliases and Nicknames: N/A

AMC Locations in Alabama that hold ABC licenses

Theatre Name	Address	City
AUBURN 14	2111 E University Drive	Auburn
CHANTILLY 13	10477 Chantilly Parkway	Montgomery
PATTON CREEK 15	4450 Creekside Avenue	Hoover
SUMMIT 16	321 Summit Boulevard	Birmingham
VESTAVIA HILLS 10	1911 Kentucky Avenue	Vestavia Hills

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

CERTIFICATION and SIGNATURE

AWS 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, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any AWS building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

AWS 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 reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of AWS any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and AWS that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

AWS In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Asheton Sawyer	5-27-26
Owner/Applicant Signature: Asheton M Sawyer	Title: Attorney in Fact

******APPLICANT COPY******

Alabama ABC Board
Licensing and Compliance Division
Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: SEAN GOODMAN

[redacted]

******APPLICANT COPY******

Alabama ABC Board
Licensing and Compliance Division
Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: DANIEL EUGENE ELLIS

[redacted]

******APPLICANT COPY******

Alabama ABC Board
Licensing and Compliance Division
Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: EDWIN GLADBACH

[redacted]

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Willon Simpson, *Commissioner of Agriculture*

June 19, 2024

AMERICAN MULTI-CINEMA, INC.
CELINA UDAN
11500 ASH STREET
LEAWOOD, KS 66211

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

ADAM M ARON

Race - White Sex - Male

[redacted]

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

JORDAN LAX
Criminal Justice Information Analyst I
Criminal History Services

JL/tk

LORA N. GRAHAM
Commission # HH 491682
Expires February 13, 2028

STATE OF FLORIDA
COUNTY OF LEON

Administrator,
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of ☑ physical presence or ☐ online notarization this
19 day of June 2024
By Jordan Lax who is personally known to me.

State of Missouri

Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT AND RESTATEMENT

WHEREAS,

AMERICAN MULTI-CINEMA, INC.
00130242

a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment and Restatement of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment and Restatement of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended and restated in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 22nd day of August, 2007.

Robin Carnahan

Secretary of State

File Number:
00130242
Date Filed: 08/22/2007
Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF AMERICAN MULTI-CINEMA, INC.

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned corporation certifies as follows:

1. The present name of the corporation is: American Multi-Cinema, Inc. The name under which it was originally organized was: American Royal Cinema, Inc.

2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on August 21, 2007.

3. The corporation's Articles of Incorporation were amended and restated so that, as amended and restated, such Articles shall be as follows:

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF AMERICAN MULTI-CINEMA, INC.

FIRST. The name of the corporation is: **American Multi-Cinema, Inc.**

SECOND. The address of its registered office in the State of Missouri is 120 S. Central Ave., Clayton, Missouri, 63105 and the name of its registered agent at such address is CT Corporation System. The corporation may change its registered agent and address in accordance with RSMo. §351.375.

THIRD.

(a) The corporation shall have authority to issue 8,800,000 shares of common stock, each with a par value of $0.0625.

(b) Each shareholder shall be entitled to one vote for each share of the corporation's outstanding common stock held of record by such shareholder on every matter submitted to a vote of the corporation's shareholders.

(c) No holder of any shares of the corporation shall be entitled as such, as a matter of right, to purchase or subscribe for any shares of stock of the corporation of any class, whether now or hereafter authorized or whether issued for cash, property or services or as a dividend or otherwise, or to purchase or subscribe for any obligations, bonds, notes, debentures, other securities of stock convertible into shares of stock of the corporation or carrying or evidencing any right to purchase shares of stock of any class.

FOURTH. The name and place of residence of the incorporator is as follows: James L. Vianni, 25 East 67th Street, Kansas City, Missouri 64113-2401.

FIFTH. The number of directors shall be fixed by, or in the manner provided in, the corporation's bylaws.

State of Missouri
Amend/Restate - Gen Bus 3 Page(s)

SIXTH. The duration of the corporation is perpetual.

SEVENTH. The corporation is formed for the purpose of engaging in any lawful business.

EIGHTH. No director shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in subjective good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 351.345 of the Missouri General and Business Corporation Law, and amendments thereto, or (d) for any transaction from which the director derived an improper personal benefit.

NINTH.

(a) All powers of management, direction and control of the corporation shall be vested in the Board of Directors.

(b) The bylaws of the corporation may from time to time be altered, amended or repealed, or new bylaws may be adopted, in either of the following ways: by an affirmative vote of the holders of a majority of the corporation's outstanding shares entitled to vote, or by an affirmative vote of a majority of the corporation's directors then in office. Any change in the bylaws made by the corporation's shareholders may thereafter be further changed by the corporation's Board of Directors, unless the shareholders in making such change shall otherwise provide.

TENTH. Any person, upon becoming the owner or holder of any shares of stock or other securities issued by the corporation, does thereby consent and agree that all rights, powers, privileges, obligations or restrictions pertaining to such person or such shares of stock or other securities in any way may be altered, amended, restricted, enlarged or repealed by laws of the State of Missouri or of the United States of America hereinafter adopted. The corporation reserves the right to amend or repeal these Articles of Incorporation or to take any other action as required or allowed by such laws, and all rights of the owners and holders of any shares of stock or other securities issued by the corporation are subject to this reservation.

ELEVENTH. The corporation shall indemnify to fullest extent permitted by law any individual who is or was a director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Without limiting the foregoing, the corporation shall indemnify any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, unless such person's conduct is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

4. Of the 8,800,000 shares outstanding, 8,800,000 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class	No. of Outstanding Shares
Voting Common	8,800,000

5. The number of shares voted for and against the amendment was as follows:

Class	No. Voted For	No. Voted Against
Voting Common	8,800,000	0

6. The amendment does not provide for an exchange, reclassification, or cancellation of issued shares, or a reduction in the number of authorized shares of any class below the number of issued shares of that class.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.) This Certificate of Amendment to these Articles of Incorporation has been signed this 21st day of August, 2007.

AMERICAN MULTI-CINEMA, INC.

By: Kevin M. Connor

Kevin M. Connor
Senior Vice President, General Counsel
and Secretary

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0242762083
June 28, 2013 LTR 147C 0
43-0908577 000000 00
00002305
BODC: LM

AMERICAN MULTI CINEMA INC
920 MAIN STREET
KANSAS CITY MO 64105-2017

39869

Employer Identification Number: 43-0908577

Dear Taxpayer:

This is in response to the inquiry of June 19, 2013, from your representative Brandon L'Halloran
We have no record that you authorized him to act for you in this matter. Please notify him that we've replied directly to you. Complete Form 2848, Power of Attorney and Declaration of Representative to authorize a third party to represent you. Complete Form 8821, Tax Information Authorization to designate someone to inspect and/or receive your confidential tax information. You can visit our website at www.irs.gov or call us for more information about these forms.

Your Employer Identification Number (EIN) is 43-0908577. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

If you need forms, schedules, or publications, you can obtain them by visiting the IRS web site at www.irs.gov or by calling toll free at 1-800-TAX-FORM (1-800-829-3676).

Please call our toll-free telephone number at 1-800-829-0115 with any questions you may have.

You also can write to us at the address shown at the top of this letter's first page.

When you write to us, please attach this letter and, in the spaces below, give us your telephone number with the hours we can reach you in case we need more information. You also may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0242762083
June 28, 2013 LTR 147C 0
43-0908577 000000 00
00002305
BODC: LM

AMERICAN MULTI CINEMA INC
920 MAIN STREET
KANSAS CITY MO 64105-2017

39869

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Dear Taxpayer:

This is in response to the inquiry of June 19, 2013, from your representative Brandon L'Halloran
We have no record that you authorized him to act for you in this matter. Please notify him that we've replied directly to you. Complete Form 2848, Power of Attorney and Declaration of Representative to authorize a third party to represent you. Complete Form 8821, Tax Information Authorization to designate someone to inspect and/or receive your confidential tax information. You can visit our website at www.irs.gov or call us for more information about these forms.

Your Employer Identification Number (EIN) is 43-0908577. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

If you need forms, schedules, or publications, you can obtain them by visiting the IRS web site at www.irs.gov or by calling toll free at 1-800-TAX-FORM (1-800-829-3676).

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Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

039869.341720.0251.006 1 AB 0.384 690

AMERICAN MULTI CINEMA INC
920 MAIN STREET
KANSAS CITY MO 64105-2017

39869

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0242762083

BODCD-LM

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038

Use for payments

Letter Number: LTR0147C
Letter Date : 2013-06-28
Tax Period : 000000

430908577

AMERICAN MULTI CINEMA INC
920 MAIN STREET
KANSAS CITY MO 64105-2017

430908577 ZW AMER 00 2 000000 670 00000000000

MASTER LEASE

BETWEEN

30 WEST PERSHING, LLC, A MISSOURI LIMITED LIABILITY COMPANY; FLIK, INC., A DELAWARE CORPORATION; EPT DOWNREIT II, INC., A MISSOURI CORPORATION; EPT NINETEEN, INC., A DELAWARE CORPORATION; EPT CHATANOOGA, INC., A DELAWARE CORPORATION; EPT DEER VALLEY, INC., A DELAWARE CORPORATION; EPT FIREWHEEL, INC., A DELAWARE CORPORATION; EPT FIRST COLONY, INC., A DELAWARE CORPORATION; EPT GULF POINTE, INC., A DELAWARE CORPORATION; EPT MESA, INC., A DELAWARE CORPORATION; EPT MESQUITE, INC., A DELAWARE CORPORATION; EPT LEAWOOD, INC., A DELAWARE CORPORATION; EPT HAMILTON, INC., A DELAWARE CORPORATION; MEGAPLEX NINE, INC., A MISSOURI CORPORATION; EPT KALAMAZOO, INC., A MISSOURI CORPORATION; EPT SOUTH BARRINGTON, INC., A DELAWARE CORPORATION; EPT HUNTSVILLE, INC., A DELAWARE CORPORATION; EPT MELBOURNE, INC., A MISSOURI CORPORATION; EPT PENSACOLA, INC., A MISSOURI CORPORATION; EPT POMPANO, INC., A DELAWARE CORPORATION; WESTCOL CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; TAMPA VETERANS 24, L.P., A DELAWARE LIMITED PARTNERSHIP; EPT INDIANAPOLIS, INC., A DELAWARE CORPORATION; EPT OAKVIEW INC., A DELAWARE CORPORATION; AND BURBANK VILLAGE, L.P., A DELAWARE LIMITED PARTNERSHIP

(COLLECTIVELY, "LANDLORD")

AND

AMERICAN MULTI-CINEMA, INC.,
A MISSOURI CORPORATION
("TENANT")

FOR THE LEASE OF

46 MOVIE THEATERS

EFFECTIVE DATE OF JULY 1, 2020

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TENANT:

AMERICAN MULTI-CINEMA, INC.,
a Missouri corporation

By: _____
Michael Hans
Vice President

SECOND AMENDMENT TO MASTER LEASE

THIS SECOND AMENDMENT TO MASTER LEASE (this "Amendment") is executed as of the 4th day of April, 2023 (the "Effective Date"), by and among 30 West Pershing, LLC, a Missouri limited liability company, Flik, Inc., a Delaware corporation; EPT DownREIT II, Inc., a Missouri corporation; EPT Nineteen, Inc., a Delaware corporation; EPT Chatanooga, Inc., a Delaware corporation; EPT Deer Valley, Inc., a Delaware corporation; EPT Firewheel, Inc., a Delaware corporation; EPT First Colony, Inc., a Delaware corporation; EPT Gulf Pointe, Inc., a Delaware corporation; EPT Mesa, Inc., a Delaware corporation; EPT Mesquite, Inc., a Delaware corporation; EPT Leawood, Inc., a Delaware corporation; Megaplex Nine, Inc., a Missouri corporation; EPT South Barrington, Inc., a Delaware corporation; EPT Huntsville, Inc., a Delaware corporation; EPT Melbourne, Inc., a Missouri corporation; EPT Pensacola, Inc., a Missouri corporation; EPT Pompano, Inc., a Delaware corporation; Westcol Center, LLC, a Delaware limited liability company; Tampa Veterans 24, L.P., a Delaware limited partnership; EPT Indianapolis, Inc., a Delaware corporation; and Burbank Village, L.P., a Delaware limited partnership (collectively, "Landlord"), and AMERICAN MULTI-CINEMA, INC., a Missouri corporation ("Tenant").

RECITALS

A. Pursuant to that certain Master Lease dated July 1, 2020, as amended by that certain First Amendment to Master Lease dated February 1, 2021, as further amended by that certain Common Facility Cost Allocation Agreement dated March 16, 2022 (as amended, collectively, the "Master Lease"), Landlord leases to Tenant, and Tenant leases from Landlord, certain Leased Premises consisting of 46 Theater Facilities in multiple locations, as further described in the Master Lease.

B. Landlord and Tenant desire to amend the Master Lease to modify the terms and provisions thereof as more particularly set forth below.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are hereby incorporated herein by reference. Capitalized terms used in this Amendment and not otherwise herein defined shall have the meaning ascribed thereto in the Master Lease.

2. **Exclusion From Gross Receipts.** Notwithstanding anything in the Master Lease to the contrary, for purposes of calculating Annual Percentage Rent, Gross Receipts shall exclude any revenue Tenant receives from the sale of alcohol in those states that prohibit rental amounts from being associated with, or based on, the sale of alcohol. Tenant shall provide written notice of any such state law prohibitions along with statutory and regulatory references for such prohibitions. Tenant's reporting for Annual Percentage Rent shall contain a line item for any amount of Gross Receipts that are removed from the calculation of Annual Percentage Rent based on the terms of this section.

3. **Further Assurances**. Tenant hereby agrees to reasonably execute and provide any and all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the parties as reflected in this Amendment.

4. **Counterparts**. This Amendment may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Amendment. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

5. **Successors and Assigns**. This Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective representatives, successors and assigns.

6. **Affirmation of Lease**. All other terms and provisions of the Master Lease that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. After the Effective Date, all references herein or in the Master Lease to the "Master Lease" shall mean and refer to the Master Lease as amended by this Amendment.

[*Signature Page to Amendment Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the Effective Date.

LANDLORD:

30 West Pershing, LLC,
a Missouri limited liability company

By: _____
Craig Evans, Vice President

Flik, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT DownREIT II, Inc.,
a Missouri corporation

By: _____
Craig Evans, Vice President

EPT Nineteen, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

Tampa Veterans 24, L.P.,
a Delaware limited partnership

By: _____
Craig Evans, Vice President

EPT Indianapolis, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Pompano, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

Westcol Center, LLC,
a Delaware limited liability company

By: _____
Craig Evans, Vice President

EPT Pensacola, Inc.,
a Missouri corporation

By: _____
Craig Evans, Vice President

EPT Melbourne, Inc.,
a Missouri corporation

By: _____
Craig Evans, Vice President

EPT South Barrington, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Huntsville, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

Burbank Village, L.P.,
a Delaware limited partnership

By: _____
Craig Evans, Vice President

Megaplex Nine, Inc.,
a Missouri corporation

By: _____
Craig Evans, Vice President

EPT Deer Valley, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Leawood, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Mesquite, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Mesa, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Gulf Pointe, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT First Colony, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Firewheel, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

EPT Chatanooga, Inc.,
a Delaware corporation

By: _____
Craig Evans, Vice President

Signature Page to Second Amendment to Master Lease

TENANT:

AMERICAN MULTI-CINEMA, INC.,
a Missouri corporation

By: _____
Name: Michael Hans
Title: Senior Vice President

City of Mobile Alcoholic Beverage License Application
Application Checklist

Before completing/submitting this application

If you have purchased or are purchasing an existing business - **ALL** license renewals and/or taxes from existing account must be paid in **FULL** either by previous owner or yourself before this application is presented to the City of Mobile City Council for consideration of approval

Required Documentation .... **CHECKED boxes are REQUIRED**

- [x] Completed License Application (ALL pages)
- [x] Required drawing for Urban Development (unless downtown location with NO designated parking)
- [x] State of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License -- for each Owner/Officer listed on application (copy must be legible)
- [x] Background Check (if completed by ABC board)
- [x] Business Structure (LLC, Corporation, etc.) Articles from Secretary of State
  - ALL stamped pages of the Articles included *(any amendments must be provided also)*
  - Complete Listing of all Members/Officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Tax ID Letter
- [x] Registered Deed or Signed/Notarized Lease Agreement

Person Completing Application Printed Name	Date
Asheton Sawyer	5-27-26
Person Completing Application Signature	**Title**
Asheton W Sawyer	Attorney in fact

The City of Mobile Revenue Department reserves the right to request required additional documentation and/or information from the applicant

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 Reven [redacted] this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **American Multi-Cinema, Inc**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 4th day of May 20 26

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kelly Kilduff	Shauna B Mosley	Sept. 8, 2027

Notary Stamp

KELLY KILDUFF
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: Sept. 8, 2027
ID. #15636490

SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
30 West Pershing, LLC By: Paul R. Turvey, VP/Secretary	American Multi-Cinema Inc.
Owner of Property (Signature)	**Applicant Name (Signature)**
Street Address	**Street Address**
909 Walnut St, Suite 200	785 Schillinger Rd S
City, State, Zip	**City, State, Zip**
Kansas City MO 64106	Mobile AL 36695
Date Agreemgnt Signed	**Date Agreement Signed**
May 4, 2026	5/14/2026

| Application Property Ownership

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)
American Multi-Cinema, Inc	AMC Mobile 16

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
785 Schillinger Rd S	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Ahseton Mosley and Shauna Mosley	attorneys in fact	[redacted]	

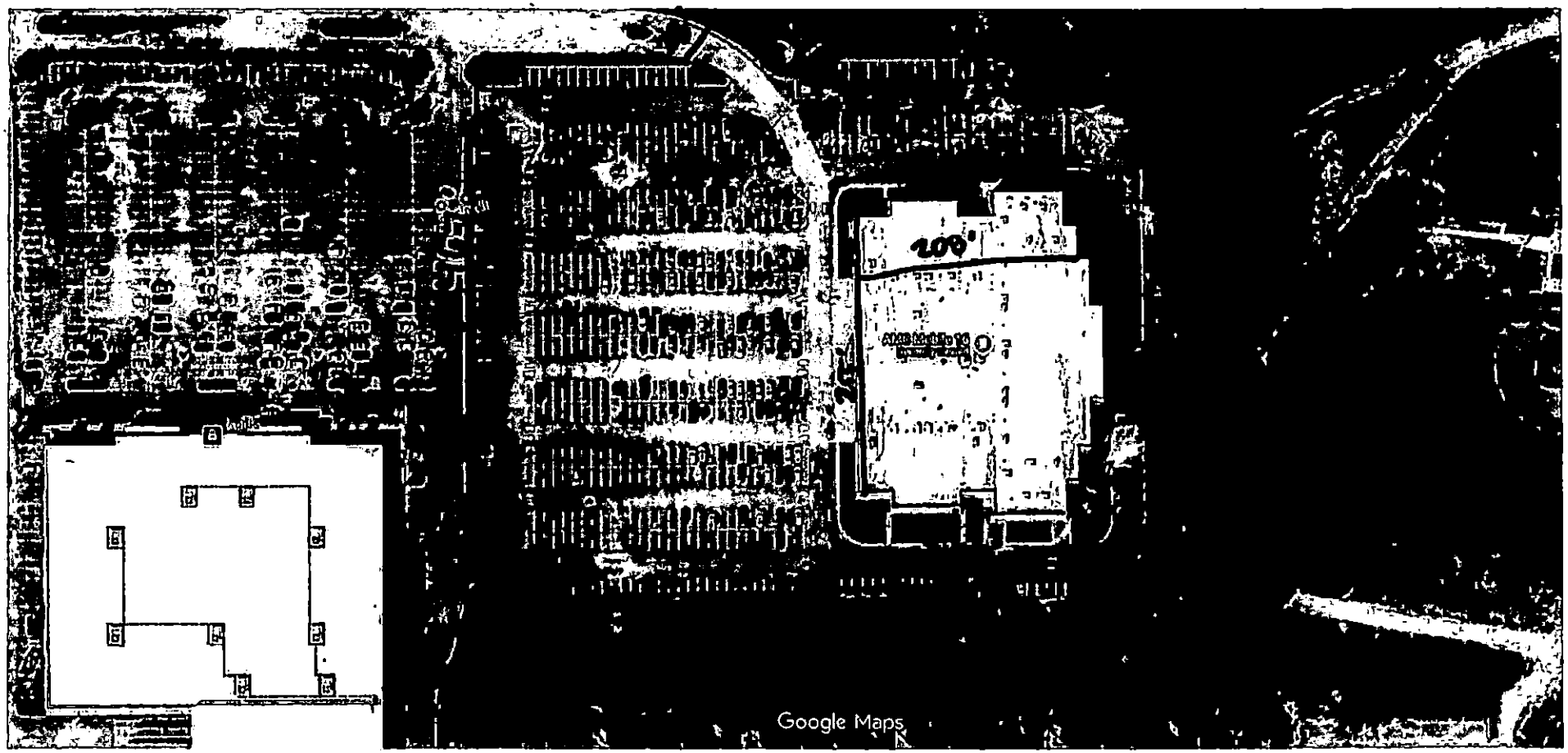
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
70,855			OK per previous approvals	B-3	X

Comments

Print Name	Signature	Date
Jackson Taylor	Jackson Taylor	5-22-2026

Google Maps



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-173245-2026
Issue Date: 05/21/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022809302000001.007.	785 Schillinger Rd S	

Business Name	Issued To	Zoning Districts
AMC MOBILE 16	Name: ADAM AARON Company: AMC MOBILE 16 Address: 785 Schillinger Rd S MOBILE, AL 36695 Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
MOVIE THEATHER

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Jackson Taylor

City of Mobile

[redacted]

LIMITED POWER OF ATTORNEY

STATE OF KANSAS)

COUNTY OF JOHNSON)

KNOW ALL MEN BY THESE PRESENTS, that **AMERICAN MULTI-CINEMA, INC.** (hereinafter "**AMC**"), organized and existing under the laws of the State of Missouri, constitutes and appoints the law firm of **James B. Pittman, Jr., P.C., James B. Pittman, Jr., and Asheton Sawyer** as true and lawful agent(s) and Attorney(s)-in-Fact (herein called my "**Attorney**") with full power of substitution, for AMC in its name, place and stead to do every act of every kind with respect to the transfer, application or renewal of **Alabama Beverage Control** liquor licenses for the manufacture, wholesale, warehousing and/or retail sale of alcoholic beverages applied for or in the name of AMC and to act on its behalf in any and all counties and/or cities in the State of Alabama, with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said liquor licenses and application and registration for a sales tax account, including signing documents with respect to the above-described matters.

Pursuant hereto, my said Attorney may take any and all such actions on behalf of AMC as its Attorney-in-Fact. No person dealing with AMC's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by AMC's said Attorney shall be as final and binding upon AMC's interest in the transfer as if performed by AMC.

This Special Power of Attorney may be revoked by AMC in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for two years from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by AMC's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from AMC that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by AMC, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June, 2024.

AMERICAN MULTI-CINEMA, INC.

By: KEVIN M CONNOR

As Its: **SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY**

STATE OF KANSAS)
COUNTY OF JOHNSON)

I, Cheryl Edlin Pickett, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kevin M. Connor whose name as Senior Vice President, General Counsel and Secretary of **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation, is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this 18th day of June, 2024.

Notary Public
My Commission Expires: May 4, 2025

CHERYL EDLIN PICKETT NOTARY PUBLIC STATE OF KANSAS My Appt. Expires 05/04/2025

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by AMC's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from AMC that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by AMC, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June, 2024.

AMERICAN MULTI-CINEMA, INC.

By: KEVIN M CONNOR

As Its: **SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY**

STATE OF KANSAS)
COUNTY OF JOHNSON)

I, Cheryl Edlin Pickett, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kevin M. Connor whose name as Senior Vice President, General Counsel and Secretary of **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation, is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this 18th day of June, 2024.

Notary Public
My Commission Expires: May 4, 2025

CHERYL EDLIN PICKETT NOTARY PUBLIC STATE OF KANSAS My Appt. Expires 05/04/2025

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: **May 26, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-99**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **99.** Please place these on the City Council's Agenda for **June 2, 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							
	GROUP 99						Res. No.	
12/12/2025	1st REPEAT WEED LIEN LETTERS SENT						11-058	
6/2/2026	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 withi	Assessed	CBO
1	702 S Carolina St	3		109989	12/5/2023	2	$ 591.00	
2	0 Rotterdam St	2		109942	2/14/2023	2	$ 600.15	
	Par. No. (29 10 28 4 002 064.01X)							
3	0 Rotterdam St	2		109943	8/1/2023	2	$ 375.00	
	Par. No. (29 10 28 4 002 064.XXX)							
4	400 St Charles St	2		109944	8/1/2023	2	$ 375.00	
5	0 St Charles St	2		109949	8/1/2023	1	$ 491.00	
	Par. No. (29 02 44 0 030 372.XXX)							
6	1052 Brussells St	2	77959	109950	10/10/2023	1	$ 50.00	CBO
7	2018 Tucker St	1	68441	109955	6/27/2023	1	$ 510.00	
8	704 South Carolina St	3	58942	109956	2/14/2023	3	$ 475.00	
9	0 Warsaw Ave	1		109957	10/22/2024	1	$ 300.00	
	Par. No. (29 02 44 0 010 064.001)							
10	3010 Warsaw Ave	1	69228	109962	10/22/2024	1	$ 300.00	
11	0 S Warren St	3		109963	12/17/2024	1	$ 275.00	
	Par. No. (29 10 37 0 003 015.XXX)							
12	1106 Texas St	2		109967	9/10/2024	2	$ 50.00	CBO
13	6502 Barker Dr N	7		109969	8/13/2024	1	$ 708.00	
14	912 S Warren St	3		109970	10/10/2023	2	$ -	CBD
15	2107 Felix St	1		109971	6/27/2023	1	$ 500.00	
16	272 St Charles Ave	2		109976	8/1/2023	1	$ 50.00	CBO
17	7161 Tenth St	7		109977	5/20/2025	1	$ 275.00	
18	7103 Tenth St	7		109978	8/1/2023	1	$ 275.00	
19	0 Noble C Beasley Ave	1		109979	2/25/2025	1	$ 50.00	CBO
	Par. No. (29 02 44 0 014 294.001)							
20	910 S Warren St	3		109984	2/20/2024	1	$ -	WL
	Total						$ 6,250.15	

District total for this group		Numbers of lots cut		
1	5	1	4	
2	7	2	4	
3	5	3	3	
4	0	4	0	
5	0	5	0	
6	0	6	0	
7	3	7	3	
	20		14	

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

5/26/26

Marchetta Date 5-26-26

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **LAW DAVID K SR**

Address: **2101 BARRETTS LN**

City, State, Zip: **MOBILE, AL 36617-2942**

Repeat Group Number: **99** Item # **1**

Lot Description: **LOT 12 BLK 4 SIMS SECOND AD D DBK 120 P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 064.XXX) 702 S CAROLINA ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,513	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		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**591.00**

Sheila Dean
SECRETARY

Marcella Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Repeat Group Number: **99** Item # **2**

Lot Description: **THE S 86 FT OF LOTS 11 & 12 & THE W 10 FT OF THE S 86 FT OF LOT 10 BLK 18 OF TOULMIN TRT DBK 112 N S P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 064.01X) 0 ROTTERDAM ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,492	$	0.0125	$	**131.15**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**600.15**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **OVERTON FRED**

Address: **468 LUCY ST**

City, State, Zip: **AKRON, OH 44306**

Repeat Group Number: **99** Item # **3**

Lot Description: **THE N 50 FT OF LOTS 10, 11 & 12 BLK 18 TOULMIN TRT DBK 112/175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 064.XXX) 0 ROTTERDAM ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,400	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **NETTLES GWENDOLYN**

Address: **3148 W NEWCASTLE CT**

City, State, Zip: **WAUKEGAN, IL 60087-2100**

Repeat Group Number: **99** Item # **4**

Lot Description: **LOT 13 BYRDS SUB DBK 141 PG 353 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 373.XXX) 400 ST CHARLES AVE**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,845	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **MCKINLEY AMELIA**

ATT: GWENDOLYN NETTLES

Address: **3148 W NEWCASTLE CT**

City, State, Zip: **WAUKENGAN, IL 60087-2100**

Repeat Group Number: **99** Item # **5**

Lot Description: **LOT 14 BYRD SUB DBK 141 PG 353 GRANT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 372.XXX) 0 ST CHARLES AVE**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,750	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	491.00

Shelia Dean
SECRETARY

Margaretta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **SMITH MARY BOYKIN**

Address: **4203 LAKESHORE XING NE**

City, State, Zip: **ATLANTA, GA 30324-5506**

Repeat Group Number: **99** Item # **6**

Lot Description: **LOT 7 HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 (29 10 28 4 001 068.XXX)**
1052 BRUSSELLS ST

Nuisance Date: 12/12/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,440	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 Foster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **ROBINSON LEE JR & THERESA D**

Address: **3981 FOXCREEK DR W**

City, State, Zip: **EIGHT MILE, AL 36613-9047**

Repeat Group Number: **99** Item # **7**

Lot Description: **LOTS 12 & 20 BLK E SUNNYMEA DE DBK 156 PG 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 364.XXX) 2018 TUCKER ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,000	$	0.0125	$	150.00
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	510.00

Shelia Dawn
SECRETARY

Marcheta Saute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **DCR INVESTMENTS INC**

Address: **12626 HILLARD JENKINS RD**

City, State, Zip: **LOXLEY, AL 36551**

Repeat Group Number: **99** Item # **8**

Lot Description: **LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 065.XXX) 704 SOUTH CAROLINA ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

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	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**475.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **GULLETTE MARVA**

Address: **5808 SUMMIT AVE**

City, State, Zip: **MOBILE, AL 36608-3644**

Repeat Group Number: **99** Item # **9**

Lot Description: **LOT 20 BLK C BOOKER T WASHINGTON MBK 4/208 #SEC 44 T4S R1W #MP29 02 44 0 010 (29 02 44 0 010 064.001) 0 WARSAW AVE**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,000	$	0.0125	$	**150.00**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**300.00**

Shelia Dean
SECRETARY

Magchelta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **GULLETTE MARVA**

Address: **5808 SUMMIT AVE**

City, State, Zip: **MOBILE, AL 36608-3644**

Repeat Group Number: **99** Item # **10**

Lot Description: **LOT 19 BLOCK C BOOKER T. WASHINGTON GARDENS MBK 4 PAGE 208 (29 02 44 0 010 064.XXX) 3010 WARSAW AVE**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,000	$	0.0125	$	150.00
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	300.00

Shelia Dean
SECRETARY

Marchette Teute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **BAAQEE TERRY**

Address: **1911 JONES AVE**

City, State, Zip: **MOBILE, AL 36617-2937**

Repeat Group Number: **99** Item # **11**

Lot Description: **BEG ON W/S WARREN ST 175 FT S OF SW COR N CAROLINA & WARREN ST TH S ALG SD W/S 30 FT TH W & PAR WITH N CAROLINA ST 125 FT TH N & PAR W/WARREN ST 30 FT TH E & PAR WITH N CAROLINA ST 125 FT TO POB BEG ALL MEASUREMENTS M/L #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 015.XXX) 0 S WARREN/908 S WARREN**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,750	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean

SECRETARY

Marchetta Tarte

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **BROWN LILLIAN**

C/O BARBARA SCOTT

Address: **17505 TARKINGTON AVE**

City, State, Zip: **CLEVELAND, OH 44128-3956**

Repeat Group Number: **99** Item # **12**

Lot Description: **BEG N/S TEXAS ST 89.83 FT E OF DUNHAM ST & RUN E 45.75 FT TH NLY 105.67 FT TH WLY 44.08 FT TH SLY 105.67 FT TO POB BEING PT OF SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003 (29 10 38 0 003 118.XXX) 1106 TEXAS ST**

Nuisance Date: 12/12/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,783	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

Sheli a Dean
SECRETARY

Marchetta Coute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **ELLISON DOROTHY C**

Address: **9325 VICKERS RD**

City, State, Zip: **SEMMES, AL 36575-4425**

Repeat Group Number: **99** Item # **13**

Lot Description: **LOT 156 W PARK MANOR MBK 10 PG 263 #SEC 08 T4S R2W #MP28 03 08 1 001 (28 03 08 1 001 029.XXX) 6502 BARKER DR N**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,040	$	0.0125	$	**138.00**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**708.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **WYATT LEONARD C**

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608-4124**

Repeat Group Number: **99** Item # **15**

Lot Description: **N 1/2 OF LOT 8 BLK 2 WHITES ADD TO JACKSONVILLE MBK 3 P 383 #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 086.XXX) 2107 FELIX ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,500	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		5	$	3.00	$	**15.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**500.00**

Shelia Dean
SECRETARY

Marthetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **EBENEZER AME ZION CHURCH**

Address: **268 ST CHARLES AVENUE**

City, State, Zip: **MOBILE, AL 36617-3916**

Repeat Group Number: **99** Item # **16**

Lot Description: **BEG AT A PT ON S/S ST CHARLES ST 538.5 FT OF SE COR ST STEPHENS RD & ST CHARLES AVE TH ELY ALG ST CHARLES AVE 33 FT TH RUN SLY 196 FT TH NLY 213 FT M/L TO S/L ST CHARLES AVE & POB BEING PT OF GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 012.XXX) 272 ST CHARLES AVE**

Nuisance Date: 12/12/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	2,942	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 Pearson

SECRETARY

Marchetta Davis

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **ROBINSON ALBERTA**

Address: **116 AUGUSTA COURT**

City, State, Zip: **FAIRHOPE, AL 36532**

Repeat Group Number: **99** Item # **17**

Lot Description: **LOTS 47-50 BLK 20 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 050.XXX) 7161 10TH ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	10,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **ROBINSON ALBERTA**

Address: **116 AUGUSTA COURT**

City, State, Zip: **FAIRHOPE, AL 36532**

Repeat Group Number: **99** Item # **18**

Lot Description: **LOTS 47-50 BLK 20 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 050.XXX) 7103 10TH ST**

Nuisance Date: 12/12/2025

Date lot was cut: 5/15/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,000	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

May 26, 2026

Lot Owner: **NICKYS INVESTMENT GROUP LLC**

Address: **3357 BROOKLYNS WAY W**

City, State, Zip: **SEMMES, AL 36575-6268**

Repeat Group Number: **99** Item # **19**

Lot Description: **LOT 1 BEY ESTATES MBK 133/76 (29 02 44 0 014 294.001) 1867 PRICHARD AVE/0 NOBLE C BEASLEY AVE**

Nuisance Date: 12/12/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	145,579	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

Marchetta Coats
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 99** 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

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: **May 26, 2026**

SUBJECT: **Weed Lien Group 1675 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1675.** Please place these on the City Council's Agenda for **June 2, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER				5675	
	1675				Res. No.	
1/20/2026	LOTS TO BE DECLARED				58-049	
2/24/2026	LOTS FOR PUBLIC HEARING				58-209	
6/2/2026	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	$ 758.60	1	
	Par. No. (29 02 44 0 008 416.XXX)					
2	257 Ellis Ave	85116	111402	$ 50.00	2	CBO
3	3917 St Andrews Dr E	91004	111403	$ 50.00	4	CBO
4	505 English St	77344	111404	$ 385.00	2	
5	266 Kennedy St	89745	111405	$ 50.00	2	CBO
6	624 Patton Ave	80694	111406	$ 50.00	2	CBO
7	0 S Broad St	107699	111408	$ 175.00	2	
	Par. No. (29 10 38 0 002 040.XXX)					
8	1100 Congress St	49846	111409	$ -	2	CBD
9	1308 Hercules St	80649	111410	$ -	2	CBD
10	627 Crenshaw St	89919	111411	$ 385.00	2	
11	1213 Texas St	73615	111414	$ 50.00	2	CBO
12	1356 Spruce St	80634	111415	$ 248.00	2	
13	310 Hosfelt Lane	74042	111416	$ 690.00	1	
14	6510 Zeigler Blvd	81180	111417	$ -	7	CBD
15	1014 Dauphin St	97481	111418	$ 50.00	2	CBO
16	408 St Charles Ave	99301	111419	$ 50.00	2	CBO
17	3813 Conway Dr S	58549	111421	$ -	5	CBD
18	802 Elmira St	49015	111426	$ 643.00	2	
19	215 Norman St	58860	111468	$ 50.00	2	CBO
20	1612 Forrest St	53910	111469	$ -	2	CBD
				$ 3,684.60		

Numbers of lots cut

District total for this group	
1	2
2	15
3	0
4	1
5	1
6	0
7	1
	20

Numbers of lots cut

1	2
2	5
3	0
4	0
5	0
6	0
7	0
	7

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot
n410(/8.63
96

Mary Lou 5/24/24
Marchetta Date 5-24-24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **LEWIS ROOSEVELT J &**

CAROLYN D

Address: **6026 FOREST GROVE DR**

City, State, Zip: **MONTGOMERY, AL 36117**

Group Number: **1675** Item # **1**

Lot Description: **ALL THAT PAR OF LAND MORE PARTIC DESC AS LOT 23 ACRE HGTS #2 DBK 147 N S P 88 EXC STRIP OF LAND TO ILLINOIS CENTRAL GULF CO INC FOR R/W FOR SWITCH TRT #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 416.XXX) 0 WEALTHY ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000			$	125.0000	$	-
Standard Rate		45,008	$	0.0125	$	**562.60**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**758.60**

Shelia Dean
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **BROWN TODD LANDON**

Address: **P. O. BOX 522**

City, State, Zip: **STAPLETON, AL 36578-0522**

Group Number: **1675** Item # **2**

Lot Description: **LOT 4 ELLIS AVE SUB MBK 282 P 23 #SEC 28 T4S R1W #MP29 10 28 2 001 (29 10 28 2 001 028.XXX) 257 ELLIS AVE**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,042	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **COOK KENNETH R**

Address: **248 COUNTRY CLUB RD**

City, State, Zip: **SHALIMAR, FL 32579-2231**

Group Number: **1675** Item # **3**

Lot Description: **LOT 140 REV PLAT NO II OF RIVIERE DU CHIEN COUNTRY CLUB & ESTATES REC IN MBK 21 PG 74 #SEC 39 T5S R1W #MP32 15 39 0 002 (32 15 39 0 002 004.01X) 3917 ST ANDREWS DR E**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	16,500	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **BALL ELLA BELL**

C/O TERRY A RAINE

Address: **5207 NINIO CT**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1675** Item # **4**

Lot Description: **ALL LOTS 1 & 2 & PT LOT 3 BLK 5 WOLFF HGTS DBK 112 P 191 DESC AS BDED BY LINE DESC AS FOLL BEG AT SE COR SD LOT 1 TH RUN N 64.25 FT TH NW 72.56 NW 89.37 S 69.46 FT SE 164.56 FT TO POB #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 079.XXX) 505 ENGLISH ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,946	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	385.00

Sheila Dean
SECRETARY

Marchetta Ingate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **EAST MOLLIE B**

Address: **3775 ROLLING CREEK DR**

City, State, Zip: **BUFORD, GA 30519-4394**

Group Number: **1675** Item # **5**

Lot Description: **THE W 1/2 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 499.XXX) 266 KENNEDY ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,060	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Dean
SECRETARY

Marguerite Waite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **FORD LOUISE, SALLIE ANN FORD & ELOUISE CAROL FORD**

Address: **P. O. BOX 40932**

City, State, Zip: **MOBILE, AL 36640-0932**

Group Number: **1675** Item # **6**

Lot Description: **LOTS 73 & 74 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 001(29 07 25 0 001 015.XXX) 624 PATTON AVE**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,750	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Jaite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **BROAD STREET CENTER LLC A**

GEORGIA LIMITED LIABILITY

Address: **P. O. BOX 1565**

City, State, Zip: **LAWRENCEVILLE, GA 30046-1565**

Group Number: **1675** Item # **7**

Lot Description: **COM AT A PT 30 FT M/L S OF THE SW INTRSCTN OF BROAD & SELMA ST RUN TH W 79' M/L THEN S 40 FT M/L THEN E 79' M/L TO W LINE OF BROAD ST THEN N ALONG THE W LINE OF BROAD ST 40 FT M/L TO POB #SEC 38 T4S R1W #MP29 10 38 0 002 (29 10 38 0 002 040.XXX) 0 BROAD ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,225	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia Dean
SECRETARY

Marchetta Odette
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **JANSSEN WALTER C JR**

Address: **627 CRENSHAW ST**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1675** Item # **10**

Lot Description: **COMG AT SE COR OF CRENSHAW & SENATOR ST TH S-LY ALG E/L OF CRENSHAW ST 650 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG E/L OF CRENSHAW ST 65 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO PT TH NLY & PAR TO CRENSHAW ST 65 FT TO PT TH WLY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 015.XXX) 627 CRENSHAW ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,125	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	385.00

Shelia Dean
SECRETARY

Marchetta Jaute
INSPECTOR

Jerry Jones
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **HALL ALPHONSE JOSEPH JR**

Address: **1213 TEXAS ST**

City, State, Zip: **MOBILE, AL 36604-2350**

Group Number: **1675** Item # **11**

Lot Description: **COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB (29 10 22 4 000 077.XXX) 1213 TEXAS ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,952	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Jaite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **COLEMAN NELSE L**

C/O BARBARA WALKER

Address: **P. O. BOX 12571**

City, State, Zip: **TALLAHASEE, FL 32317-2571**

Group Number: **1675** Item # **12**

Lot Description: **LOT 4 BLK 39 STRAUSS ADD TO WOLFF HGTS DBK 153 PG 30 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 482.XXX) 1356 SPRUCE ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,635	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	248.00

Shelia Dean
SECRETARY

Marchetta Coate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **BUSH STEPHEN**

Address: **1257 DABNEY DR**

City, State, Zip: **MOBILE, AL 36605-1960**

Group Number: **1675** Item # **13**

Lot Description: **THE W 120 FT OF LOTS 19 & 20 IN BURTONS SUB IN CREIGHTON ALA SEC 18 T4S R1W #SEC 18 T4S R1W #MP29 08 18 1 003 (29 08 18 1 003 063.XXX) 310 HOSFELT LANE**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,000	$	0.0125	$	**150.00**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	70	$	7.00	$	**490.00**
		Total Project Cost:			$	**690.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **MILLER VIRGINIA TURNER,**
MARGARET A TURNER
ATTN ROBERT TURNER

Address: **P. O. BOX 160322**

City, State, Zip: **MOBILE, AL 36616-1322**

Group Number: **1675** Item # **15**

Lot Description: **LOT 10 & W 51 FT OF LOT 11 BLK 4 DAUGHDRILL & KENNEDY S/D MBK 1/14 #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 214.XXX) 1014 DAUPHIN ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,198	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Daute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **DEES WILLIAM**

C/O ANGELIA WILLIAMS

Address: **1822 SPAIN ST**

City, State, Zip: **NEW ORLEANS, LA 70117-8120**

Group Number: **1675** Item # **16**

Lot Description: **LOT 6 MODESTA SATORIA PLAT DBK 156 P 592 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 370.XXX) 408 ST CHARLES AVE**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,425	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **KIEL ARVEL**

C/O HO NGOC JADE

Address: **802 ELMIRA ST**

City, State, Zip: **MOBILE, AL 36603-1417**

Group Number: **1675** Item # **18**

Lot Description: **BEG NW COR BAYOU ST & ELMIRA ST THEN W ALG N/L ELMIRA ST 100.34 FT THEN N 124.5 FT THEN E 100.34 FT TO PT ON W/S OF BAYOU ST THEN S ALG W/S BAYOU ST 124.5 FT TO POB #SEC 38 T4S R1W #MP29 10 38 0 002 (29 10 38 0 002 027.XXX) 802 ELMIRA ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: 5/5/2026 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,004	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		16	$	3.00	$	48.00
Debris Removal	Cubic Yard	60	$	7.00	$	420.00
		Total Project Cost:			$	643.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 15, 2026

Lot Owner: **ZEINE RAYNODD &**

JAPONICA ZEINE

Address: **5215 MONTIEL CT**

City, State, Zip: **MOBILE, AL 36693-2577**

Group Number: **1675** Item # **19**

Lot Description: **COMG SW COR LOLA ST AND NORMAN STS TH S 36.5 FT TO POB CONT S 25 FT(S) TH WLY 113.52 FT TH N 35 FT(S) TH ELY 125 FT TO BEG #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 236.XXX) 215 NORMAN ST**

Nuisance Date: 1/20/2026 Posting Date: 2/17/2026 Hearing Date: 2/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,125	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

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 **Weed Lien Group 1675** 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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate* ***$5,000.00*** *to* ***100 Black Men of Greater Mobile, Inc.,*** from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***100 Black Men of Greater Mobile, Inc.,*** is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***100 Black Men of Greater Mobile, Inc.,*** will be used to *assist with 2026 upcoming summer events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$5,000.00*** *to* ***100 Black Men of Greater Mobile, Inc.,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5794

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Jennifer White

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Manufacture and installation of wayfinding signage in the downtown area.

Amount of Contract:
$120,605.00

Funding Source
TIF

ATTACHMENTS:
1. Phase I Contract Resolutions
2. Signed Contract
3. Capital Summary Sheet Knight Signs Contract 2026-2060-01 (AutoRecovered)

REVIEWERS:
Jennifer White
Jennifer White
Brenda Rhodes
Cherlina Monteiro
James Barber

Sponsored by: Mayor William S. Stimpson and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for work as outlined in the contract attached hereto and made a part hereof as 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:	Knight Sign Industries, Inc
City of Mobile Project Name:	Phase I Wayfinding Signage 2026-2060-01
Capital Project No.:	C0930
Contract Amount:	$120,605.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

Phase I Wayfinding Signage

Project: 2026-2060-01

Bid Date: March 03, 2026

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Contractor's Insurance Certification ..... Attachment B

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Certifications, Affidavits, & Project Closeout ..... Attachment D

Project Addendums ..... Attachment E

MOBILE
ALABAMA

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 P.M. local time, March 03, 2026 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Manufacture and installation of Wayfinding Signs**

Plans & contract documents may be obtained from the office of ***City of Mobile Traffic Engineering Department 852 Gayle Street Mobile, AL 36604*** upon payment of $ 25.00 . This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after Friday at 12:00 pm on February 27, 2026.

A Mandatory Pre-Bid Conference will be held at City Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama, on February 24, 2026 at 2:00 P.M. Significant items related to the proposed construction will be explained. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company. A teams meeting invite will be shared with any potential bidders unable to attend in person. Contact Jennifer White at whitej@cityofmobile.gov.**

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.
In default of the entering into such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract 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 right is reserved 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.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the City of Mobile to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by the City. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, Post Office Box 1827, Mobile Alabama 36633; "Bid for completion of ***Phase I Wayfinding Signage***, City of Mobile Project No. ***2026-2060-01***, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES February 4th, 11th, and 18th ,2026.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: "Bid for completion of ***Phase I Wayfinding Signage***, City of Mobile Project No. ***2026-2060-01***, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. 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.

12. BIDDERS PRESENT:
At the time fixed for opening, 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.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, 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 Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:
It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the City of Mobile to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by the City of Mobile. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. 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.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the Traffic Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:
The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 3/2/26

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Traffic Engineering Department and the drawings, as prepared by the City Traffic Engineer, as well as the premises and the conditions affecting the work to be performed:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Wayfinding Signage**
Major work items include:	**Manufacture and Installation of Signs**

The Bidder further agrees to construct the improvements in **50** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

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 Traffic Engineering Department 852 Gayle St, Mobile, AL 36604 or trafficengineering@cityofmobile.gov***. In order to receive consideration, the request must be received before Friday at 12:00 pm on February 27, 2026. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.

CITY OF MOBILE PROJECT NO. 2026-2060-01
Phase I Wayfinding Signage

The following items shall be constructed in accordance with the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, except as modified in this contract:

Notes:

1. The following unit prices shall include all labor, materials, equipment, rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. All items shall confirm to the 2022 ALDOT Standard Specifications for Highway Construction or as amended by the Supplemental Specifications enclosed herein.

Base Bid

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
710-X	1	Provide and Install Sign at Location 601 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at Location 602 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at Location 603 For Ten Thousand Seven Hundred Thirty Four Dollars And Zero Cents per LUMP SUM	$10,734.00	$10,734.00
710-X	1	Provide and Install Sign at Location 604 For Ten Thousand Nine Hundred Sixteen Dollars And Zero Cents Per LUMP SUM	$10,916.00	$10,916.00
710-X	1	Provide and Install Sign at location 605 For Nine Hundred Fifty Eight Dollars And Zero Cents per CUBIC YARD	$958.00	$958.00
710-X	1	Provide and Install Sign at location 606 For Ten Tousand Two Hundred Fifty Dollars And Zero Cents per LUMP SUM	$10,250.00	$10,250.00
710-X	1	Provide and Install Sign at location 607 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 608 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 609 For Ten Thousand Seven Hundred Thirty Four Dollars And Zero Cents per LUMP SUM	$10,734.00	$10,734.00
710-X	1	Provide and Install Sign at location 610 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 611 For Seven Thousand Eight Hundred Fifty One Dollars And Zero Cents per LUMP SUM	$7,851.00	$7,851.00
710-X	1	Provide and Install Sign at location 612 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00

CITY OF MOBILE PROJECT NO. 2026-2060-01
Phase I Wayfinding Signage

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
710-X	1	Provide and Install Sign at location 615 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 617 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 618 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 619 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 621 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 622 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 625 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at location 626 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 627 For Nine Thousand Five Hundred Ten Dollars And Zero Cents per LUMP SUM	$9,510.00	$9,510.00
710-X	1	Provide and Install Sign at location 628 For Seven Thousand Eight Hundred Fifty One Dollars And Zero Cents per LUMP SUM	$7,851.00	$7,851.00
600-A	1	Mobilization For Nine Thousand Six Hundred Eighteen Dollars And Zero Cents per LUMP SUM	$9,618.00	$9,618.00
740-A	1	Traffic Control Scheme For One Thousand Thirteen Dollars And Zero Cents per LUMP SUM	$1,013.00	$1,013.00
			TOTAL BID	$120,605.00

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Knight Sign Industries, Inc.

as Principal and Granite Re, Inc.

as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Hundred Twenty Thousand Six Hundred Five Dollars ($120,605.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2026 (hereinafter called the Contract) for **Phase I Wayfinding Signage**, City of Mobile Project No. **2026-2060-01)** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2026.

Individual Principals sign here

N/A _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____

_____

(Corporate Name) Knight Sign Industries, Inc.

BY: _____
(Signature)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____
(Signature)

ITS: R. Forrest Fitts, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Julie Tubbs, Bond/Surety CSR
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Knight Sign Industries, Inc. 5959 Knight Avenue, Tuscaloosa, AL 35405

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Granite Re, Inc. 14001 Quailbrook Dr., Oklahoma City, OK 73134

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Hundred Twenty Thousand Six Hundred Five dollars ($ 120,605.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2026, entered into a Contract with the Owner for **Phase I Wayfinding Signage**, City of Mobile Project No. **2026-2060-01** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2026.

Individual Principals sign here

N/A _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____

_____

(Corporate Name) Knight Sign Industries, Inc.

BY: _____
(Signature)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc

BY: _____
(Signature)

ITS: R. Forrest Fitts, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Julie Tubbs, Bond/Surety CSR
(Title)

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; JULIE TUBBS; JEFFREY HOGG; RAVEN DAVIS; LAURA K. LEE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; JULIE TUBBS; JEFFREY HOGG; RAVEN DAVIS; LAURA K. LEE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.

5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. 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 Contractor.

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.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. 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.

5. 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) .

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. 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.

d. 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.

e. 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. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor, and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Traffic Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Traffic Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Traffic Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid from a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

12. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Traffic Engineer or their authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

15. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

16. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

17. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

18. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

19. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

    Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

20. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

22. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

23. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

24. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

25. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Traffic Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

26. All salvageable material from the project shall be stored on the project at locations designated by the City Traffic Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

27. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

28. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

29. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

30. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walkways, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Traffic Engineer within one week after they are made.

36. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

37. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

38. OMITTED.

39. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

40. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

41. OMITTED.

42. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, which shall be subsidiary of Item No. 600A, Mobilization.

43. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

44. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

45. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

46. OMITTED.

47. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

48. Workmen shall wear reflectorized jackets.

49. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

50. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded on this 17TH day of APRIL, 2026, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and KNIGHT SIGN INDUSTRIES, INC., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Wayfinding Signs**
Major work items:	**Manufacture and Installation of Wayfinding Signage**

City of Mobile Project Number **2026-2060-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 120,605) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:

(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:

(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(4) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(5) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(6) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid on Alabama Department of Transportation projects at the time of the Prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(7) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or their appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is City of Mobile Traffic Engineering Department.

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(10) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the CITY TRAFFIC ENGINEER.

WAGE SCALE:

(14) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(15) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(19) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(20) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work, the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found on the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) 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.

The CONTRACTOR shall ensure that all subcontractors under his employment for this project shall participate in the E-Verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed E-Verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

NONDISCRIMINATION CLAUSE:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the Contractor by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY:_____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

_____
AN INDIVIDUAL

WITNESSES:

Cyndee Brooks

KNIGHT SIGN INDUSTRIES, INC.
CONTRACTOR: (IF CORPORATION)

BY: Cal Holt
ITS PRESIDENT

CYNTHIA R BROOKS
MY COMMISSION EXPIRES
NOTARY PUBLIC
01-16-2030
ALABAMA STATE AT LARGE

ATTEST:

_____

CORPORATE SEAL

ITS SECRETARY

_____
DATE

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore, the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

    The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

    No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION (A-2-4 OR BETTER)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMITTED

6. OMITTED

7. *SECTION 620, PAY ITEM 620-A MINOR STRUCTURE CONCRETE, SUB-SECTION 620.05 BASIS OF PAYMENT* SHALL BE **MODIFIED** AS FOLLOWS:

   Delete the following portion from the first sentence of the paragraph:

   "except reinforcing steel."

   Replace it with the following:

   "including reinforcing steel."

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

   654A

   Basis of Payment
   Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. OMIT

11. OMITTED

ATTACHMENT "A"
SIGN DESIGN & LOCATIONS

ATTACHMENT "B"
CONTRACTOR'S INSURANCE CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2026

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
Fitts Agency Inc., A Higginbotham Company
P O Box 20007
Tuscaloosa AL 35402

CONTACT NAME: Brandi Sams
PHONE (A/C, No, Ext): 205-342-3538 FAX (A/C, No): 205-342-3467
E-MAIL ADDRESS: Bsams@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D : Travelers Property Casualty Company Of America	25674
INSURER E :	
INSURER F :	

INSURED KNIGSIG-01
Knight Sign Industries, Inc.
5959 Knight Avenue
Tuscaloosa AL 35405

COVERAGES **CERTIFICATE NUMBER:** 1424402396 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER: Req by Contract	Y	Y	P-630-7K271487-PHX-26	4/1/2026	4/1/2027	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 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	810-8M968151-26-43-G	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-7K27478A-26-43	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	P100996AL2026 PWAL1290001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Leased/Rented Equip			P-630-7K271487-PHX-26	4/1/2026	4/1/2027	Limit Limit	200,000 260,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2026-2060-01 - Phase I Wayfinding Signage
City of Mobile is Additional Insured on a Primary & Non-Contributory Basis with respects to General Liability, Auto Liability and Umbrella Liability coverages when required by written contract. A Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation coverages when required by written contract. A 30 Day Notice of Cancellation applies except for 10 days for non-payment of premium, not including Workers Compensation.

Borrowed Servant/Alternate Employer endorsement does not apply to Work Comp coverage.

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
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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ATTACHMENT "C"

DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Officeof Supplier Diversity
Via email:archnigue.kidd@.citvofinobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: KNIGHT SIGN INDUSTRIES, INC.	CertifiedDBE: YES (NO)	Contract Start Date: MARCH 16,2026
DESCRIPTION: DIVISION 10 SIGNAGE		Estimated Completion Date: TBD

Thi.s report i.s for themonth of: (CHECK ONE):

JAN (APR) JULY OCT
FEB MAY AUG NOV FINAL
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICEUSE ONLY (Verification)
$ 120,605	$ 0	$ 120,605	$ 0	

Instructions: list all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. list actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progressbeing made in DBE participation.

DBESUBCONTRACTOR	DBEDESCRIPTION OF WORK	DBESUBCONTRACT AMOUNT	DBEPAYMENTSTHIS REPORT	PAYMENTSTODATE	OFFICEUSE ONLY jVerfflcadon)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS 0		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN ISTRUE AND CORRECT. SUPPORTING DOCUMENTATION ISON FILEAND ISAVAILABLEFOR INSPECTION BY CITY OFMOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL ATANY TIME,

PRINT NAME: MICHAEL WASHINGTON

SIGNATURE: [signature] PROJECT MANAGER (Title) 4/30/26 (Date)

DBE Utilization Report

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-2060-01
PHASE I WAYFINDING SIGNAGE
)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2026.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2026-2060-01
PHASE I WAYFINDING SIGNAGE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this _____

_____day of _____, 2021. By:_____

Title:_____

Notary Public:_____
My Commission Expires:_____

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Phase I Wayfinding Signage

PROJECT # C0930 **DATE OF RECEIPT** May 21, 2026

PROJECT DESCRIPTION Wayfinding Signage in various locations in the Downtown area

CONTRACT AMOUNT $120,605.00

VENDOR NAME Knight Signs Industries, INC

VENDOR NUMBER 298443

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

(Construction (Unit Price)*) Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

SHOULD RETAINAGE BE WITHHELD? Y X **N** ____ 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: Jennifer White **Date** **May 21, 2026**

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The agreement authorizes the contractor to provide all materials, services and labor for the performance of the service contract at various locations for fire suppression systems inspections, maintenance and repair.

Amount of Contract:
$28,220.00

Funding Source
10043035 42150

ATTACHMENTS:
1. SC-023-26 Contract for CivicPlus - Fire Suppression Systems

REVIEWERS:
Stacey Howard
Carleen Stout
Donna Bryars
Cherlina Monteiro
James Barber

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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:	PROFESSIONAL FIRE PROTECTION SERVICES, LLC.
Project Name:	SERVICE CONTRACT - VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION, MAINTENANCE, & REPAIR
Project Number:	SC-023-26
Amount:	$ 9,140.00 - YEAR ONE $ 9,540.00 - YEAR TWO $ 9,540.00 - YEAR THREE $ 28,220.00 -- TOTAL CONTRACT

Adopted:

_____

City Clerk

AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE 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 Service Contractor:

Professional Fire Protection Services, LLC.
P.O. Box 190249
Mobile, Alabama 36619

City Business License No.:	**115094**
City of Mobile Vendor No.:	**296712**
State of Alabama Business Entity No.:	**000-531-110**

For the following Project:

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-023-26

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Professional Fire Protection Services, LLC., hereinafter referred to as "Contractor" or "Service Contractor".

This Agreement, including its Exhibits A, B, C, D, 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 Project Manual for SC-023-26 on April 22, 2026; 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 for the SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR (the "Project"), in accordance with the Scope of Work 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 through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

2.2 The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in the Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days. The Work shall commence on the date of written Notice to Proceed, issued by the City.

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 $28,220.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price may include a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

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's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm 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 B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm who 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's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm 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, 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.

10.0 FORCE MAJEURE

10.1 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.

11.0 OBLIGATIONS OF THE CITY

11.1 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.

11.2 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.

11.3 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.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 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.

12.2 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.

12.3 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 12.1 above.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 DISPUTE RESOLUTION

13.1 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.

13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, 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.

13.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

13.5 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.

13.6 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.

14.0 CONTRACTOR WARRANTY

14.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

14.2 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.

14.3 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.

14.4 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.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, 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 Director or Deputy Director 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 12.1.

15.2 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 12.1. 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.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director's designated representative, DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

16.2 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 Real Estate Asset Management
c/o: Chad Holm
City's Authorized Agent

205 Government St.
P.O. Box 1827
Mobile AL 36633-1827

CONTRACTOR:
Professional Fire Protection Services, LLC.
c/o: Matt Cooley
Contractor's Authorized Agent
P.O. Box 190249
Mobile, Alabama 36619
(251)753-4373

16.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

17.1 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.

18.0 EFFECT OF DEFAULT

18.1 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.

19.0 WITHHOLDING PAYMENT DUE

19.1 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**.**

20.0 CURE PLAN

20.1 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.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

21.1 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.

22.0 PEER REVIEW/VALUE ENGINEERING

22.1 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.

23.0 ANTI-BOYCOTT

23.1 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.

24.0 NON-DISCRIMINATION

24.1 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.

25.0 COMPLIANCE WITH IMMIGRATION LAW

25.1 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 attached Exhibit D, *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.

26.0 MISCELLANEOUS

26.1 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.

26.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

26.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

26.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

26.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

26.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

26.7 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.

26.8 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.

26.9 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.

26.10 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.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 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.

26.13 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.

26.14 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.

26.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26.16 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.

26.17 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.

26.18 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.

26.19 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.

26.20 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.

26.21 Non-Assignment. Contractor shall not transfer or assign this Service Contract 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 the City's sole discretion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

_____
Signature

Spiro N. Cheriogotis
Mayor, City of Mobile

SERVICE CONTRACTOR:

Angela R Cooley
Signature

Angela R. Cooley
President, Professional Fire Protection Services, LLC
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Angela Cooley as President of PFP Services 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 22nd day of May, 2026.

_____
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
JASON K. STEELE
My Commission Expires
May 2, 2028

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR
SC-023-26

April 22, 2026

Scope of Work:
Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, supplies, and all associated travel time and expenses required to complete inspections and maintenance of all City of Mobile Fire Suppression Systems as listed in Attachment – Locations, and as required for the continuous and efficient operation in accordance within the terms of the National Fire Protection Association (NFPA) 96: standards for Ventilation Control and Fire Protection of Commercial Cooking Operations, and in accordance with the following:

1. NFPA 12: Carbon Dioxide Extinguishing Systems
2. NFPA 13: Automatic Sprinkler Systems
3. NFPA 16: Foam Water Sprinkler System or Foam Water Spray Systems
4. NFPA 17: Dry Chemical Extinguishing System
5. NFPA 17A: Wet Chemical Extinguishing System
6. NFPA 70: National Electric Code
7. NFPA 72: National Fire Alarm & Signal Code
8. NFPA 75: Fire Protection of Information Technology Equipment

Inspections:
Fire Suppressions System Inspections shall include, but are not limited to, the following:

1. **GENERAL**
   A. All systems are in service.
   B. Report if hoods, filters, ducts, and fans need cleaning or repair.
   C. All systems are connected to the Fire Alarm System.
2. **CYLINDERS**
   A. All cylinders are properly located and undamaged.
   B. All gauges read proper pressure.
   C. All manual release devices are properly located and in working order.
   D. Dry chemical in satisfactory condition.
   E. All rupture discs in satisfactory condition.
   F. All CO_2 cartridges within proper weight limits.
3. **PIPING**
   A. All piping secure.
   B. All pipes clear and unobstructed.
4. **NOZZLES**
   A. All nozzles clear, undamaged, unobstructed.
   B. All nozzle caps in proper working order.
5. **FUSEABLE LINKS**
   A. All fuseable links replaced as needed.
6. **AUTOMATIC FUEL SHUT-OFFS**
   A. All fuel shutoffs in proper working order.

Inspection Forms:
The inspection forms will be recorded on a standard report form prepared by the Contractor. This report form must meet prior approval from the Building Services Service Contract Administrator and be acceptable to the insurance underwriter. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted prior to any invoices for payment.

All work shall be in accordance with the Nation Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshal, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshal and the City of Mobile Fire Rescue Department.

END OF SECTION

ATTACHMENT A – LOCATIONS

	LOCATION	ADDRESS	TYPE/MODEL
1	Azalea City Golf Course	1000 Gaillard Dr.	Ansul R102
2	Connie Hudson Senior Center	3201 Hillcrest Rd.	Ansul R102
3	Convention Center	1 S. Water St.	Range Guard – RG6g Double Hood
4	Dotch Community Center	3100 Bank Ave.	Pyro Chem PCL 350
5	Figures Community Center	658 Donald St.	Range Guard RG1.5
6	Fire Station #1 – Freeman	6801 Overlook Rd.	Ansul R102
7	Fire Station #3 – Central	701 St. Francis St.	Ansul R102
8	Fire Station #6 – Edwards	2525 Hillcrest Blvd.	Ansul R102
9	Fire Station #7 – Seelhorst	5525 Commerce Blvd.	Ansul R102
10	Fire Station #9 – Husband	1000 Houston St.	Ansul R102
11	Fire Station #11 – Willet	1004 S. Broad St.	Buckey BFR 10
12	Fire Station #12 – Crichton	200 Davenport Ave.	Ansul R102
13	Fire Station #16 – Lathan	57 S. Maryvale St.	Buckeye BFR 10
14	Fire Station #17 – Melton	57 Lafayette St.	Pyro Chem L2400
15	Fire Station #18 – Springhill	700 Museum Dr.	Ansul R102
16	Fire Station #20 - Petrey	3471 Dauphin Island Parkway	Ansul R102
17	Fire Station #26 – Public Safety Complex	8080 Airport Blvd.	Ansul R102
18	Fire Station #26 – Public Safety Complex (MIT)	8080 Airport Blvd.	FM 200
19	Fire Station #28 – Berger	7050 Old Military Rd.	Amerex 275
20	Harmon Recreation Center	1611 Belfast St.	Ansul R102
21	Henry Aaron Concession Stand	2010 Andrews St.	Ansul R102
22	Hillsdale Community Center	558 Fellhorn Rd.	Ansul R102
23	Hope Community Center	850 Edwards St.	Ansul R102
24	Mims Park – Baseball Concession	5400 Grishilde Dr.	Ansul R102
25	Medal of Honor Park Concession Stand	1171 Hillcrest Rd.	Buckeye BFR 5
26	Mobile Arena	401 Civic Center Dr.	TBD
27	MPD Precinct #4 – Public Safety Complex	8080 Airport Blvd.	FM 200
28	Mobile Museum of Art - Breakroom	4850 Museum Dr.	Ansul R102
29	Mobile Museum of Art – Catering Kitchen	4850 Museum Dr.	Ansul R102
30	National Maritime Museum - Breakroom	155 S. Water St.	Ansul R102
31	National Maritime Museum - Cafe	155 S. Water St.	Ansul R102
32	Rickarby Recreation Center	550 Rickarby St.	Ansul R102
33	Seals Recreation Center	540 Texas St.	Ansul R102
34	Springhill Recreation Center	1151 Springhill Ave.	Amerex 375
35	Sullivan Community Center	351 N. Catherine St.	Ansul R102
36	Tillman's Corner Community Center	5055 Carol Plantation Rd.	Pyro Chem NMCH
37	Tricksey Senior Center	3100 Bank Ave.	Ansul R102
38	Western Admin Complex (MIT)	4851 Museum Dr.	FM 200

Service Contractor to verify locations, model, and type during field inspection.

END OF SECTION

EXHIBIT B - 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, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-023-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated April 22, 2026, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: Professional Fire Protection Services, LLC

ADDRESS: P.O. Box 190249 Mobile, AL 36619

PHONE: 251-753-4373 **EMAIL:** mcooley@profireservices.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 115094

CITY OF MOBILE VENDOR NUMBER: _____

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, insurance, 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, Exhibit A - Scope of Work, and all applicable laws and regulations for the sum listed below.

The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days. The Work shall commence on the date of written Notice to Proceed, issued by the City.

1. **BASE BID –** As specified in Scope of Work

*Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

	LOCATION	YEAR 1 July 2026	YEAR 1 January 2027	YEAR 2 July 2027	YEAR 2 January 2028	YEAR 3 July 2028	YEAR 3 January 2029
1	Azalea City Golf Course	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
2	Connie Hudson Senior Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
3	Convention Center	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180
4	Dotch Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
5	Figures Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
6	Fire Station #1 – Freeman	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
7	Fire Station #3 – Central	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
8	Fire Station #6 – Edwards	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
9	Fire Station #7 – Seelhorst	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
10	Fire Station #9 – Husband	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
11	Fire Station #11 – Willet	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
12	Fire Station #12 – Crichton	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
13	Fire Station #16 – Lathan	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
14	Fire Station #17 – Melton	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
15	Fire Station #18 – Springhill	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
16	Fire Station #20 - Petrey	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
17	Fire Station #26 – Public Safety Complex	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
18	Fire Station #26 – Public Safety Complex (MIT)	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350
19	Fire Station #28 – Berger	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
20	Harmon Recreation Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
21	Henry Aaron Concession Stand	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
22	Hillsdale Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
23	Hope Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
24	Mims Park – Baseball Concession	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
25	Medal of Honor Park Concession Stand	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
26	Mobile Arena			$ 200	$ 200	$ 200	$ 200
27	MPD Precinct #4 – Public Safety Complex	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350
28	Mobile Museum of Art - Breakroom	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
29	Mobile Museum of Art – Catering Kitchen	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
30	National Maritime Museum - Breakroom	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
31	National Maritime Museum - Cafe	$ 140	$ 140	$ 140	$ 140	$ 140	$ 140
32	Rickarby Recreation Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
33	Seals Recreation Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
34	Springhill Recreation Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
35	Sullivan Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
36	Tillman's Corner Community Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
37	Tricksey Senior Center	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
38	Western Admin Complex	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350
	TOTAL	$ 4570	$ 4570	$ 4770	$ 4770	$ 4770	$ 4770

2. CONTRACT SUM:

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, the sum as follows:

TOTAL – YEAR 1

Nine thousand one hundred forty and 00/100 and 00/100 Dollars $ 9140.00
(Amount in Words) (Amount in Numbers)

TOTAL – YEAR 2

Nine thousand five hundred forty and 00/100 and 00/100 Dollars $ 9540.00
(Amount in Words) (Amount in Numbers)

TOTAL – YEAR 3

Nine thousand five hundred forty and and 00/100 Dollars $ 9540.00
(Amount in Words) (Amount in Numbers)

TOTAL BID AMOUNT (YEAR 1, YEAR 2, AND YEAR 3 TOTAL):

Twenty eight thousand two hundred twenty and 00/100 and 00/100 Dollars $ 28,220.00
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies and locations, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (7am to 5pm, Monday through Friday):
Year 1 - $ 70 per hour Year 2 - $ 70 per hour Year 3 - $ 70 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1 - $ 100 per hour Year 2 - $ 100 per hour Year 3 - $ 100 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1 - $ 140 per hour Year 2 - $ 140 per hour Year 3 - $ 140 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

Service/Truck Charge/ Travel Time: No additional Service Charges and billable travel time shall be invoiced.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

4. BID INCLUDES:
Addendum Number __1__, Dated 5-1-26
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

5. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

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

A. 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. Professional Fire Protection is a woman owned, licensed Fire protection company located off of DIP that will always comply with Federal, State, and local laws concerning discrimination.

B. 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.

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? YES. 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.
Please see attached

6. REFERENCES: Please list a minimum of three (3) professional references, contract 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: Poarch Band of Creek Indians
Company Address:
Telephone: 251-253-9571 (Chris McGhee)
Type of Work: Hood suppression system inspections
Dates: Last 5 year

B. Reference #2
Company Name: Wind Creek - Atmore, Montgomery, Wetumpka
Company Address:
Telephone: 251-253-5972 (April Sells)

Type of Work: Hood suppression system inspections
Dates: Last 5 years

C. Reference #3
Company Name: San Miguels / Aztecas
Company Address:
Telephone: 251-554-950 (Orlando Godoy)
Type of Work: Hood suppression system inspections
Dates: Last 5 years

7. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

8. **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:

PROFESSIONAL FIRE PROTECTION SERVICES, LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: ANGEL R. COOLEY
(Typed)

TITLE PRESIDENT
(Typed)

DATE May 5th, 2026

Sworn to and subscribed before me this 5th day of May, 20 26

_____
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
JASON K. STEELE
My Commission Expires
May 2, 2028

END OF SECTION

EXHBIT C – CITY OF MOBILE INSURANCE REQUIREMENTS

CONTRACTOR

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers Compensation/Employer's Liability:

1. Workers Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

2. Employers Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limits 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.

C. Automobile Liability Insurance:

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

D. Excess/ Umbrella Liability Insurance

1. Provide 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 for each occurrence for bodily injury or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

Waiver of Subrogation – All polices of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.

Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

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.

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. A sample Certificate of Liability Insurance form, including the policy endorsement, is attached for Consultant's reference.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2026

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: Johnrhey Bishop
Schneider Insurance Agency, Inc. 4266 Cottage Hill Rd, Suite 1 Mobile, AL 36609	PHONE (A/C, No, Ext): (251) 301-1190 FAX (A/C, No): E-MAIL ADDRESS: johnrhey@schneiderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Auto-Owners Insurance Co.	18988
INSURER C : The Sheffield Fund/ACE American Ins Co	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Professional Fire Protection Services, LLC
PO Box 190249
Mobile, AL 36619

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	CA000053113-03	5/27/2026	5/27/2027	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	5337906400	5/27/2026	5/27/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	GX000007733-03	5/27/2026	5/27/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	600-40790 & HDOG48956300	1/1/2026	12/31/2026	[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

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

PROJECT NAME: SERVICE CONTRACT-VARIOUS LOCATIONS-FIRE SUPPRESSION SYSTEMS INSPECTION, MAINTENANCE, & REPAIR
PROJECT NUMBER: SC-023-26

City of Mobile is included as an additional insured with respect to General Liability and Automobile Liability policies, on a primary and non-contributory basis, when required by written contract.
Waiver of subrogation applies in favor of the certificate holder when required by written contract.
Excess follows form of the underlying policy General Liability.

CERTIFICATE HOLDER

City of Mobile
PO 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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The ACORD name and logo are registered marks of ACORD

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 5/20/2026

MEMBER: PROFESSIONAL FIRE PROTECTION S
4053 PERCH POINT DRIVE
MOBILE, AL 36605

DATE ISSUED: 5/20/2026
Employer: 600-2026-40790-00
FEIN Number: 851053808
Risk ID No:
GSI #: 26-43699

UNIT #40790-00

FUND:

REASON FOR ENDORSEMENT:

IT IS HEREBY UNDERSTOOD AND AGREED THAT A WAIVER OF SUBROGATION IS HEREBY ADDED FOR THE FOLLOWING COMPAN WHEN REQUIRED BY WRITTEN CONTACT

CITY OF MOBILE
MOBILE FIRE & RESCUE CRR DEPT
PO BOX 1827
MOBILE, AL 36633

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CC: SCHNEDER INSRUANCE AGENCY AGT#00891
ALABAMA DEPT. OF INDUSTRIAL RELATIONS

ISSUED BY: POLICY SERVICES DEPARTMENT
THE SHEFFIELD FUND
THE SHEFFIELD BUILDING
900 CORPORATE DRIVE
BIRMINGHAM, AL 35242
205-437-2344

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization, but only if: 1. You have expressly agreed to the waiver in a written contract entered into by you; and 2. The injury or damage occurs subsequent to the execution of the written contract.
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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization qualifying as an Additional Insured under either ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULE PERSON OR ORGANIZATION CG2010 or ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS CG2037 if attached to and made part of this policy.

It is agreed that the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, **Section IV** Paragraphs **4.b.** and **4.c.** do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and
2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

Effective Date: 05/27/2025

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 that is an owner, lessee or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
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.

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 that is an owner, lessee or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
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

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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.

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.

© Insurance Services Office, Inc., 2018

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

EXHIBIT D – E-VERIFY

E-Verify

Company ID Number: 1632254

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Professional Fire Protection Services, LLC
Company Facility Address	4053 Perch Point Drive Mobile, AL 36605
Company Alternate Address	P.O. Box 190249 Mobile, AL 36619
County or Parish	MOBILE
Employer Identification Number	851053808
North American Industry Classification Systems Code	238
Parent Company	Professional Fire Protection Services, LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Page 14 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

Business Entity Records

Professional Fire Protection Services, LLC	
Entity ID Number	000-631-110
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/14/2020
Registered Agent Name	COOLEY, ANGELA
Registered Office Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Registered Office Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Nature of Business	
Organizers	
Organizer Name	COOLEY, ANGELA
Organizer Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Organizer Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Annual Reports	
Report Year	2022 2023
Transactions	
Transaction Date	05/19/2020
Miscellaneous Filing Entry	New Entity Effective 05-14-2020 15:43
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/19/2020 Certificate of Formation 2 pgs.
Document Date / Type / Pages	05/09/2023 Articles of Amendment 2 pgs.

Addendum No. 1

To: Service Contract Providers

From: David Stultz
City of Mobile Building Services Department - Contract Administrator

Re: Service Contract – Various Locations – Fire Suppression Systems Inspections, Maintenance, & Repair

Project #SC-023-26

Date: May 1, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 22, 2026. 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 Agenda and Attendance Roster, dated April 22, form part of Addendum No.

Item 2. DBE Requirements for this project have not been waived. The attached Subcontracting and Major Supplier Plan shall be included in the bid packet when submitted by interested parties. Please fill out as much information as you can even if no subcontracting services are supplied.

Service Contract – Various City Locations – Fire Suppression System Inspections, Maintenance, & Repair

Project # SC-023-26
PRE-BID Meeting

10:00am Wednesday, April 29, 2026
205 Government Street, Mobile, Alabama 36602

AGENDA

Attendance roster: Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
Introductions – Building Services Department, Service Contract Administrator: David Stultz 251-709-1428 cell; david.stultz@cityofmobile.gov

Discussion on the Scope of Work:

1. The scope of this project is to:
2. Provide Inspections for the Fire Suppression System at various locations throughout the City as outlined in Exhibit A - Scope of Work. The City has the option to add or subtract any locations at its discretion.
3. Bid Amount and Unit Pricing as specified on Exhibit B - Bid Form, for cost associated with inspections, and cost associated with any labor outside the Scope of Work
4. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
5. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall provide a schedule to Building Services so site personnel can be informed, or arrangements can be made to access locked facilities.
6. Site access shall be limited to pre-approved locations agreed upon in advance by Building Services. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
7. 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.
8. Any proposed changes to the Scope of Work shall be submitted to the Building Services Contract Administrator for approval in advance of commencement of any work.
9. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities' work hours shall be 8am to 4pm.
10. Upon coordination with the Building Services Contract Administrator, Contractor shall start with the project within 10 days following the written Notice to Proceed.
11. 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.

Bidding instructions, forms, special requirements and time:

1. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Stultz at david.stultz@cityofmobile.gov
2. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Contract Administrator shall issue all addenda.
3. Cut off time for submission of RFIs will be May 1 by 3:00pm. This allows three (3) business days prior to the Bid Opening to communicate all information in an addendum.

4. 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. A waiver of this documentation has been applied for. All documents for this will be supplied in Addendum.
5. Receipt of Sealed Bids shall be Wednesday, May 6, 2026, no later than 2:00 pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm on the same day in the Atrium Lobby.
6. Bids shall be submitted only on a copy of the Bid Form included in the Project Manual, and shall include all required forms requested, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

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 all 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, 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.

Payment requirements.

1. Invoices for services rendered shall be submitted monthly by the Service Contractor to the Building Services Contract Administrator and all Invoices shall be received no later than the 25th day for the month in service.

Review of Scope of Work Exhibits

Adjourn

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-023 - 26 Service Contract - Various Locations - Fire Suppression Systems Inspections, Maintenance, & Repair	205 Government Street, South Tower, 5th Floor REAM Confrence Room	4/29/2026

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	david.stultz@cityofmobile.gov
Angel ~~Wood~~ Cooley	Professional Fire Protection Svcs.		251-550-2319	angel@profireservices.com
Tyler McDonald	Pye Barber Fire & Safety		251-656-6179	tyler.mcdonald@pye.barberfs.com
Matthew Cooley	Professional Fire Protection Services		251-753-4373	mcooley@profireservices.com
SHAWN MEEK	City of Mobile		251.358.1412	Shawn.Meek@CityofMobile.gov
Phillip Gunter	Impact Fire		251-458-9957	Phillip.gunter@impactfireservices.com
Katrina Engelett	Advanced Integrated Security		251.753.0596	Kengelett@aisprotect.com
Jack Courtney	Hiller Fire		251-455-0033	jcourtney@hillercompanies.com
Chad Rather	VSC Fire		251-421-6233	crather@vscfire.com

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

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Professional Fire Protection Services, LLC
Address	P.O. Box 190249 Mobile, AL 36619
Telephone	251-753-4373
E-Mail	mcooley@profireservices.com

RFP/RFQ Solicitation Number	SC-023-26
Project Description	Service Contract - Various Locations – Fire Suppression Systems
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 3 Female 1 Minority ____ Non-minority ____ SDVO ____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: N/A Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

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 (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Professional Fire Protection Services LLC Your Bid/Proposal Amount $_____ Date

____ ____/____ Description_____

Name of Bidder/Proposer: _____

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				

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

N/A

Name of Bidder: _____

Contact Person _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		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.

N/A

		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. _____

_____

_____

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE

FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY

Hereby Declares That

PROFESSIONAL FIRE PROTECTION SERVICES, LLC

Mobile, Alabama

has been certified as a woman-owned business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 9th day of August in the year of our Lord 2024.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824222-134 (Female) This designation expires two years from the above date.

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 04/16/26
CityLaw ID: A26-1720
Project / Contract Title: FIRE SUPPESSION SYSTEMS INSPECTIONS, MAINTENANCE, AND REPAIR
Vendor / Consultant: BID DOCUMETS

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
- ■ Other (specify): BID DOCUMENTS
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

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
- ■ Other (specify): BID DOCUMENTS
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
4/16/26 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: David Stultz / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 5/20/26
CityLaw ID: A26-1887
Project / Contract Title: Contract ffor a Stipulated Sum
Vendor / Consultant: Professional Fire Protection Services 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
- ■ Other (specify): Bid Package

- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

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
- ☐ Other (specify):

- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

VS — 5/20/26
Reviewed By **Date**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Autonation Ford Mobile for engine replacement for 2016 HME mini-pumper fire truck for MFRD.

Amount of Contract:
$28,159.23

Funding Source
General fund.

ATTACHMENTS:
1. 20260526 Autonation Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Autonation Ford Mobile

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Autonation Ford Mobile for engine replacement for 2016 HME mini-pumper fire truck for MFRD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,159.23

FUNDING SOURCE:

Budget Item: See Requisition 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 6055

How many bidders received bid packages (if applicable): 3 + web

How many bidders submitted bids (if applicable): 1

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
12577	2026	(1510) FIRE ADMINISTRATION	ENGINE REPLACEMENT FOR 2016 HME MINI-PUMPER FIRE TRUCK FOR MFRD (SEALED BID 6055)	$28,159.23	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00012577-00 FY 2026
ACCOUNTS PAYABLE	PO 26009535
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
AUTONATION FORD MOBILE	FIRE CENTRAL SUPPLY
901 E I-65 SERVICE RD S	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
Tel#251-478-3351 Fax 251-643-1244	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER CITY OF MOBILE BID# 6055 ENGINE 50 - ASSET# 54232			
001	Vendor to Replace Existing Diesel Engine with a New Complete Ford Diesel Engine. Items to be included in complete engine replacement: Complete New Diesel Engine GC3Z6007BRM to include: •New Turbo •Injectors •Injector Pump New DPF Filter FC3Z5H270D Vendor to do the following in addition to installing the new diesel engine: •Replace DPF Filter •Program ECM and Injectors for Fire/Emergency Service •Pull fuel tank and clean all metal from fuel tank and fuel system Vendor to provide and install new fluids and new gaskets. Vendor to replace all questionable hoses. This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile. No employee of the City,	1.00 EACH	28159.23000	28159.23

Bill To	Requisition 00012577-00 FY 2026
ACCOUNTS PAYABLE	PO 26009535
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
AUTONATION FORD MOBILE
901 E I-65 SERVICE RD S

MOBILE, AL 36606

Tel#251-478-3351
Fax 251-643-1244

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. The successful vendor shall provide the serial number of the new replacement engine as soon as possible after award and prior to beginning installation.			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			28159.23

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

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

Bill To	Requisition 00012577-00 FY 2026
ACCOUNTS PAYABLE	PO 26009535
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor
AUTONATION FORD MOBILE
901 E I-65 SERVICE RD S

MOBILE, AL 36606

Tel#251-478-3351
Fax 251-643-1244

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			28159.23

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	28159.23	1637246.24

FIRE ADMINISTRATION EXP REPAIR PARTS

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

Activity	Date	Clerk	Comment
CCancelled	05/22/26	PATRICIA KENNEDY-JONES	Requisition item removed chang
CCancelled	05/22/26	PATRICIA KENNEDY-JONES	Requisition item removed chang
CCancelled	05/22/26	PATRICIA KENNEDY-JONES	GL Allocation changed
Approved	05/22/26	DONALD ROSE	Auto approved by: 910521901
Approved	05/22/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	05/22/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	05/22/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	05/22/26	JAMES NEESE	Auto approved by: 910521901
Approved	05/22/26	PATRICIA KENNEDY-JONES	
Approved	05/22/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	05/22/26	ANNE FOLEY	Auto approved by: 910521901
Approved	05/22/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
5/19/2026	6055	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, MAY 22, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	REPLACEMENT OF EXISTING DIESEL ENGINE IN FORD FIRE PUMPER					
	Vendor to Replace Existing Diesel Engine with a New Complete Ford Diesel Engine.					
	Vehicle is currently at City of Mobile Fire Station #18 on Museum Drive in Mobile.					
	To view Apparatus, contact Jason Browne at 251-288-7501.					
	City will deliver truck to Repair Shop.					
	City will pick up truck when completed.					
	Vendor will follow Ford break-in procedures and shall document the break-in.					
	City will have full access to Vendor's shop to view the Replacement process.					
	Business License Required (See Instruction #14).					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Page 1 of 3		**TOTAL**			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

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 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 Certificateof 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.

This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.gov.

No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile.

All Changes must be done in writing and can only be issued by the Purchasing Agent. The successful vendor shall provide the serial number of new replacement engine as soon as possible after award and prior to beginning installation.

Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid.

Time to Complete Replacement _____

Price to perform _____

Successful bidder will have sufficient competence and capacity to complete the work required in a timely and professional manner.

						TOTAL	

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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
	Page 3 of 3 City has the discretion to make additional inquiries or require additional documentation of any bidder's fitness to perform the work, and may, in its sole discretion, reject any bidder as not sufficiently responsible to perform the work. Such inquiries may include consideration of previous work the bidder may have done for the City that the City considers to have been significantly deficient. 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. THE ABOVE TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

ITEMS TO BE INCLUDED IN COMPLETE ENGINE REPLACEMENT

Complete New Diesel Engine GC3Z6007BRM to Include:

- New Turbo
- Injectors
- Injector Pump

New DPF Filter FC3Z5H270D

Vendor to do the following in addition to installing the new diesel engine:

- Replace DPF Filter
- Program ECM and Injectors for Fire/Emergency Service
- Pull fuel tank and clean all metal from fuel tank and fuel system

Vendor to provide and install new fluids and new gaskets.

Vendor to replace all questionable hoses.

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Axon Enterprise Inc for Axon vehicle signal modules and cable assemblies for MPD.

Amount of Contract:
$24,741.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260527 Axon Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Axon Enterprise Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Axon Enterprise Inc for Axon vehicle signal modules and cable assemblies for MPD.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,741.00

FUNDING SOURCE:

Budget Item: See Requisition 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
10573	2026	(1530) POLICE ADMIN SERVICES	AXON VEHICLE SIGNAL MODULES AND CABLE ASSEMBLIES FOR MPD (AL STATE CONTRACT)	$24,741.00	(276844) AXON ENTERPRISE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010573-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
AXON ENTERPRISE INC 17800 N 85TH STREET SCOTTSDALE, AZ 85255 Tel#800-978-2737 Fax 480-991-0791	POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604 Deliver To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/26	276844				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE AND THE STATE OF ALABAMA CONTRACT MA 240000004814 EXPIRES 08-14-2026			
001	AXON SIGNAL VEHICLE (BLUETOOTH MODULE) SKU:70112 Vendor Item	79.00 EACH	279.00000	22041.00
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			22041.00
	Ship To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604			
	Deliver To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604			
002	AXON SIGNAL VEHICLE CABLE ASSEMBLY -(BLUETOOTH HARNESS) SKU:70117 Vendor Item	108.00 EACH	25.00000	2700.00
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			2700.00

Bill To	Requisition 00010573-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
AXON ENTERPRISE INC 17800 N 85TH STREET SCOTTSDALE, AZ 85255 Tel#800-978-2737 Fax 480-991-0791	POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604 Deliver To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/26	276844				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604 Deliver To POLICE RADIO SHOP 1251-B VIRGINIA ST MOBILE, AL 36604			

Requisition Link

Requisition Total 24741.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020. POLICE ADMIN SERVICES EXP OPERATING SUPPLIES	24741.00	1849329.47

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

Activity	Date	Clerk	Comment
CCancelled	05/22/26	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	04/30/26	SANDRA LEWIS	
Unknown	05/27/26	ANNE FOLEY	
Approved	05/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	05/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	05/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola

Bill To	Requisition 00010573-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
AXON ENTERPRISE INC
17800 N 85TH STREET

SCOTTSDALE, AZ 85255

Tel#800-978-2737
Fax 480-991-0791

Ship To
POLICE RADIO SHOP
1251-B VIRGINIA ST

MOBILE, AL 36604

Deliver To
POLICE RADIO SHOP
1251-B VIRGINIA ST

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/26	276844				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/27/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	05/27/26	ANNE FOLEY		Approved by: 910518227	
	Approved	05/27/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Public Safety Camera Systems - Axon

Type
Master Agreement

Supplier
Axon Enterprise, Inc.

Contract Code
MA240000004814

Linked Solicitation
NA

Sourcing Number
NA

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Maria	Smith	maria.smith@procurement.alabama.gov	334-242-4201

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Sales	Ops	contracts@axon.com	4809910797

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
8/15/2024

End Date
8/14/2026

Documents

- Axon 2024 Pricing.xlsx

Items

- The State of Alabama_Customer _non-US Fed_08-12-2024.pdf
- MA240000004814_Master_Agreement-Axon_V1.pdf
- RFP_boilerplate__non-professional_svs_(1).pdf
- RFP_-_Body_Worn_Camera_In-Car_Storage.pdf

Item Name	Product Code	UOM
Body Worn Camera	MA240000004814-1	Each
Vehicle Camera	MA240000004814-2	Each
Camera Accessories	MA240000004814-3	Each
Software and Cloud Storage	MA240000004814-4	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Highway 90 West Service Road from Rangeline Service Road North
to Nevius Road.

Amount of Contract:
$21,868.26

Funding Source
General fund

ATTACHMENTS:
1. 20260527 Butler Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Highway 90 West Service Road from Rangeline Service Road North to Nevius Road. General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,868.26

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
12975	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – HIGHWAY 90 WEST SERVICE ROAD FRM RANGELINE SERVICE ROAD NORTH TO NEVIUS ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,868.26	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012975-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC 2808 GASLIGHT LN EAST MOBILE, AL 36695 Tel#2515917278 Fax 2512877525	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 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
05/26/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-125 HIGHWAY 90 W SVC RD AND HGIHWAY 90 MEDIAN Additional Description Notes --- DISTRICT 6	1.00 EACH	21868.26000	21868.26
1	1000.40.20.2070.2096.2070.0000.0000.42155.			21868.26

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 21868.26

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21868.26	2667774.30
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012975-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC	PUBLIC WORKS ADMIN.
2808 GASLIGHT LN EAST	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36695	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2515917278	
Fax 2512877525	
	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
05/26/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/27/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/27/26	SHONNDA SMITH	
Approved	05/27/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/27/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/27/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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E-VERIFY AFFIDAVIT	EXHIBIT C
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TRAFFIC CONTROL INFORMATION	EXHIBIT E
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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

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

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: 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 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.

For the term of this Agreement, 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 Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

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.
   Or (in lieu of (1) and (2) above)

3. 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 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 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.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

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:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	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						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)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' 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	$

SAMPLE

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

INSERT 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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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

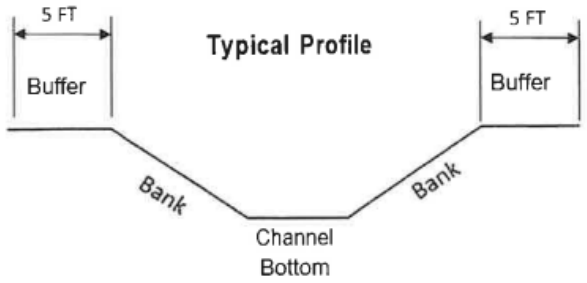
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

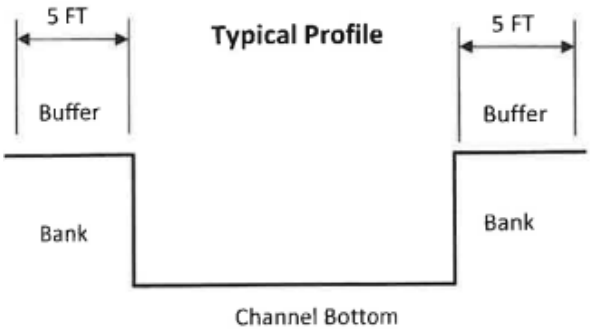
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



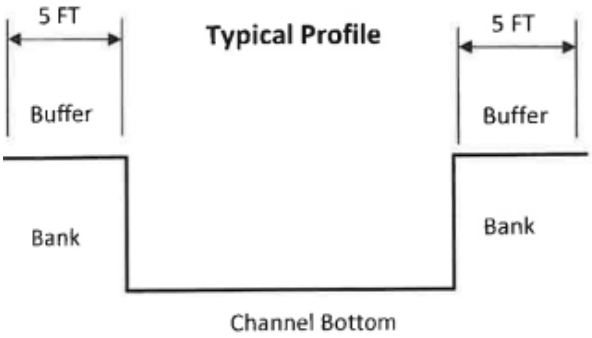
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



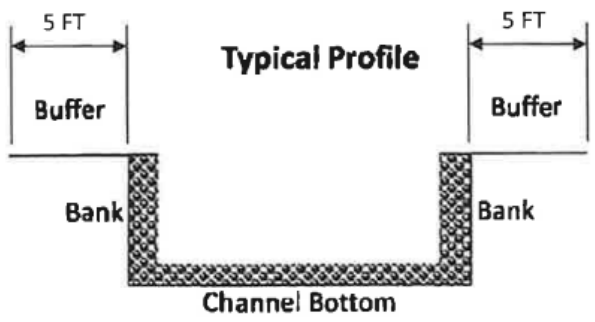
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



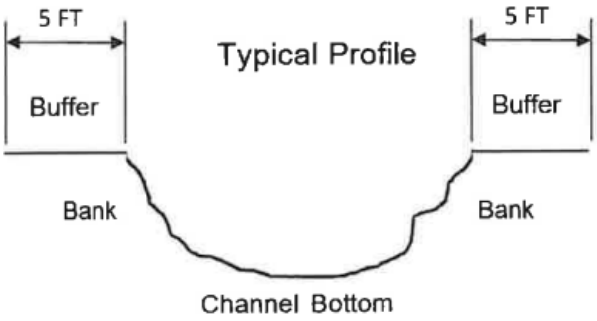
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Demetropolis Road to 4212 Arcturus Lane.

Amount of Contract:
$29,110.40

Funding Source
General fund

ATTACHMENTS:
1. 20260527 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Demetropolis Road to 4212 Arcturus Lane.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,110.40

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
12746	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DEMETROPOLIS ROAD TO 4212 ARCTURUS LANE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,110.40	(298831) J J QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012746-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	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
05/19/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-120 DEMETROPOLIS RD TO 4212 ARCTURUS LN Additional Description Notes --- DISTRICT 4	1.00 EACH	29110.40000	29110.40
1	1000.40.20.2070.2096.2070.0000.0000.42155.			29110.40

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 29110.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29110.40	2667774.30
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012746-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	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
05/19/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/27/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/27/26	SHONNDA SMITH	
Approved	05/27/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/27/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/27/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

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

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: 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 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.

For the term of this Agreement, 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 Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

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.
   Or (in lieu of (1) and (2) above)

3. 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 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 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.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

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						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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

INSERT 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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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

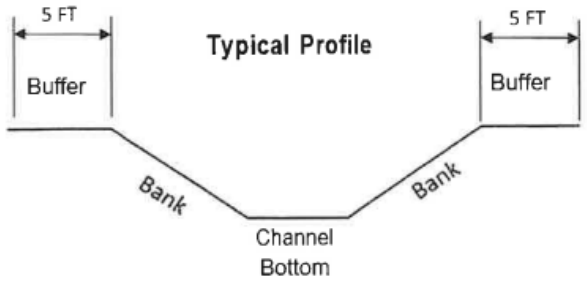
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

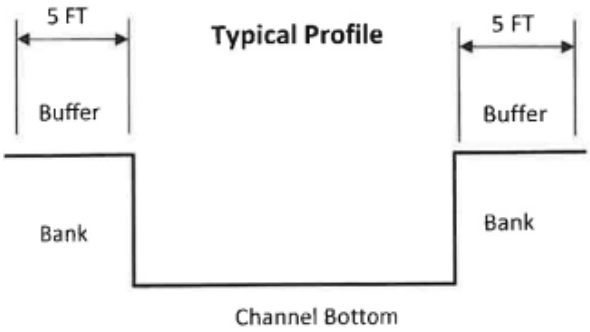
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



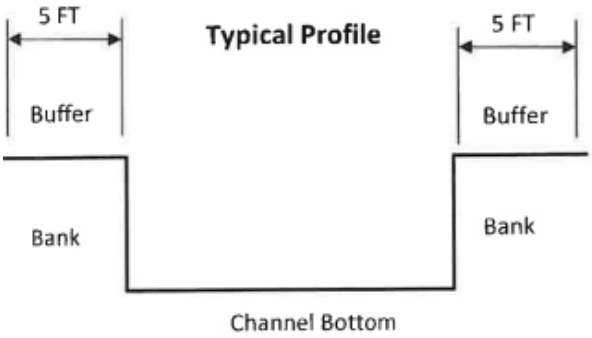
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



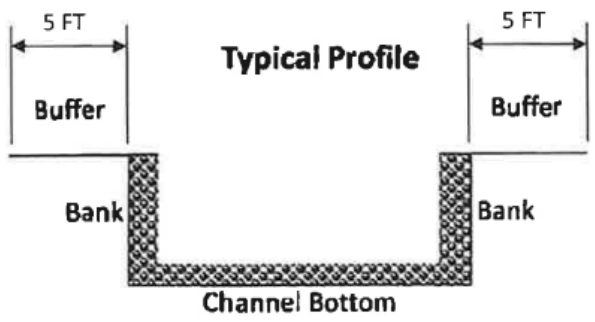
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



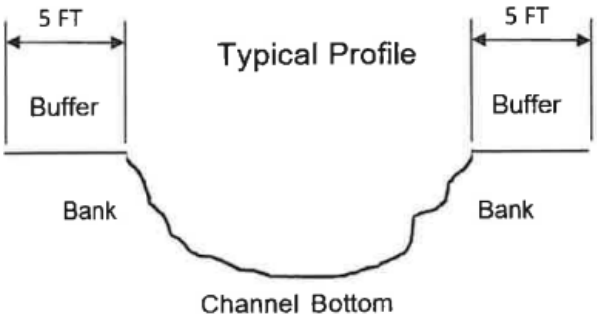
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Scott Alan Construction for storm drainage vegetation and debris removal - 5450 Overlook Road to 1310 Dane Court.

Amount of Contract:
$28,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260527 Scott Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Scott Alan Construction

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Scott Alan Construction for storm drainage vegetation and debris removal - 5450 Overlook Road to 1310 Dane Court.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,000.00

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
12970	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 5450 OVERLOOK ROAD TO 1310 DANE COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$28,000.00	(299758) SCOTT ALAN CONSTRUCTION

Adopted:

_____
City Clerk

Bill To	Requisition 00012970-00 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: 9105paij
	Status: Released Page 1

Vendor
SCOTT ALAN CONSTRUCTION
3913 HARMONY RIDGE CIRCLE WEST

SEMMES, AL 36575

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
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
05/26/26	299758				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-116 OVERLOOK RD TO JUNCTION Additional Description Notes --- DISTRICT 7	1.00 EACH	28000.00000	28000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			28000.00

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 28000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	28000.00	2667774.30
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012970-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SCOTT ALAN CONSTRUCTION	PUBLIC WORKS ADMIN.
3913 HARMONY RIDGE CIRCLE WEST	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
SEMMES, AL 36575	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
05/26/26	299758				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/27/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/27/26	SHONNDA SMITH	
Approved	05/27/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	05/27/26	DONALD ROSE	Auto approved by: 910518244
Queued	05/27/26	SANDRA LEWIS	Auto approved by: 910518244
Queued	05/27/26	STEVEN KRONINGER	Auto approved by: 910518244
Queued	05/27/26	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	05/27/26	JAMES NEESE	Auto approved by: 910518244
Queued	05/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518244
Queued	05/27/26	REBECCA CRUMPLER	Auto approved by: 910518244
Queued	05/27/26	ANNE FOLEY	Auto approved by: 910518244
Queued	05/27/26	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

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

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: 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 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.

For the term of this Agreement, 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 Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

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.
   Or (in lieu of (1) and (2) above)

3. 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 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 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.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

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						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)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' 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	$

SAMPLE

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

INSERT 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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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

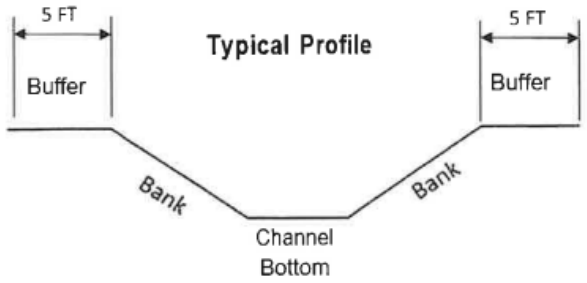
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

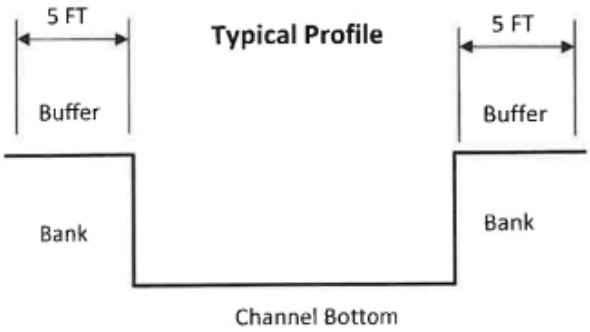
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



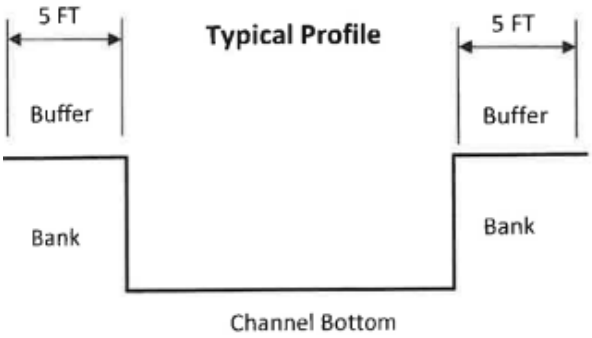
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



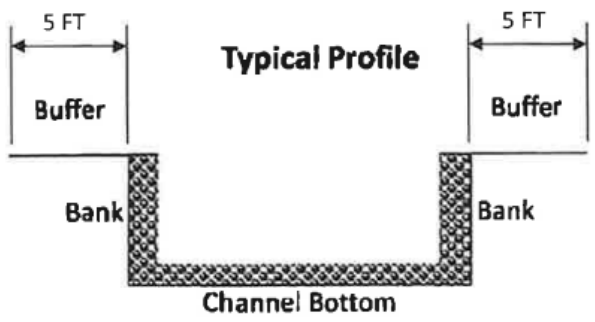
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



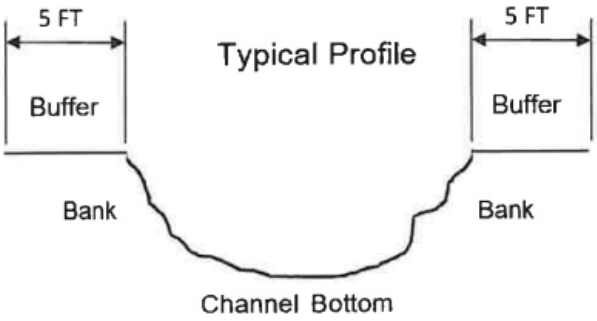
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for 25 Apple IPad Air tablets with cases for Parks Department.

Amount of Contract:
$21,986.75

Funding Source
General fund

ATTACHMENTS:
1. 20260527 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for 25 Apple IPad Air tablets with cases for Parks Department.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,986.75

FUNDING SOURCE:

Budget Item: See Requisition 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; Sourcewell cooperative purchasing agreement.

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
12860	2026	(2012) PARKS MAINTENANCE	25 APPLE IPAD AIR TABLETS WITH CASES FOR PARKS DEPARTMENT (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$21,986.75	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012860-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/26	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #121923-CDWG TECH CATALOG.			
001	ITEM: AppleCare 2 Year iPad Air 11 M4 Supplier Part No: 9093133 Manufacturer Part No: SCV93LL/A Manufacturer Name: AppleCare Warranties Supplier Quote No: 49594:PWSR011|9dc2ec6573434e189ced5 01f511f93cd NIGP: UNSPSC: 81111811	25.00 EACH	72.44000	1811.00
	1 1000.40.20.2030.2012.2005.0000.0000.47020.			1811.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ITEM: UAG Case for Apple iPad Air 11 6th 7th Gen M2 M3	25.00 EACH	63.65000	1591.25

Bill To	Requisition 00012860-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2030.2012.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	DEEANN
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/26	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Metropolis Black Supplier Part No: 7930073 Manufacturer Part No: 124473114040 Manufacturer Name: Urban Armor Gear (UAG) Supplier Quote No: 49594:PWSR011|9dc2ec6573434e189ced5 01f511f93cd NIGP: UNSPSC: 53121705			
1	1000.40.20.2030.2012.2005.0000.0000.47020.			1591.25
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
003	ITEM: Apple 11 inch iPad Air Wi Fi Cellular 128 GB M4 Space Gray Supplier Part No: 9092995 Manufacturer Part No: MH784LL/A Manufacturer Name: Apple iPad Supplier Quote No: 49594:PWSR011|9dc2ec6573434e189ced5 01f511f93cd NIGP: UNSPSC: 43211509	25.00 EACH	743.38000	18584.50

Bill To	Requisition 00012860-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2030.2012.2005.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 3

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607
DEEANN.POPPLE@CITYOFMOBILE.GOV

Delivery Reference
DEEANN

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/26	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.47020.			18584.50

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DEEANN

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 21986.75

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.47020.	21986.75	248512.60
PARKS MAINTENANCE EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
Approved	05/21/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	05/21/26	DANIEL OTTO	
Approved	05/22/26	SHONNDA SMITH	
Approved	05/22/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/27/26	DONALD ROSE	Auto approved by: 9105fola

Bill To	Requisition 00012860-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/26	272932				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/27/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	05/27/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	05/27/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	05/27/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	05/27/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	05/27/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	05/27/26	ANNE FOLEY			
	Approved	05/27/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for two trash trailers for the Trash Department.

Amount of Contract:
$98,800.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260527 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sansom Equipment Co Inc for two trash trailers for the Trash Department.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $98,800.00

FUNDING SOURCE:

Budget Item: See Requisition 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 6050

How many bidders received bid packages (if applicable): 19 + 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
11134	2026	(2050) FLEET MANAGEMENT - GARAGE	2 TRASH TRAILERS FOR TRASH DEPARTMENT (SEALED BID 6050)	$98,800.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011134-00 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: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	18FT TRASH TRAILERS AS FOLLOWS: MILES TRAILERS W/RAMER MANUFACTURING-TRASH DUMP TRAILER: 18FT LENGTH/22 CUBIC YARD CAPACITY; 22,500LB AXLE W/HEAVY DUTY SPRINGS & AIR BRAKES; TWIN TELESCOPIC DUMP CYLINDERS; DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES-48" TO 60" BODY SIDEWALL HEIGHT;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;BOLT-ON PINTLE EYE; (2) 2"x 6" YELLOW LED STROBE LIGHTS IN LOWER REAR CORNER POSTS;5 FOOT WIRE WHIP; PAINT CITY OF MOBILE-LOGO GREEN; AS PER CITY OF MOBILE BID # 6050 AND YOUR QUOTE	2.00 EACH	49400.00000	98800.00

Additional Description Notes

18FT TRASH TRAILERS AS FOLLOWS:

MILES TRAILERS W/RAMER MANUFACTURING-TRASH DUMP TRAILER: 18FT LENGTH/22 CUBIC YARD CAPACITY; 22,500LB AXLE W/HEAVY DUTY SPRINGS & AIR BRAKES; TWIN TELESCOPIC DUMP CYLINDERS; DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES-48" TO 60" BODY SIDEWALL HEIGHT;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;BOLT-ON PINTLE EYE; (2) 2"x 6" YELLOW LED STROBE LIGHTS IN LOWER REAR CORNER POSTS;5 FOOT WIRE WHIP; PAINT CITY OF MOBILE-LOGO GREEN; FREIGHT

Bill To	Requisition 00011134-00 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: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	AS REQUESTED BY 2090-TRASH DEPT			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			98800.00

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

Requisition Link

Requisition Total 98800.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	98800.00	1291262.42
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	05/27/26	JOHN PAINE	GL Allocation changed
Approved	05/01/26	MATTHEW ANDERSON	
Approved	05/01/26	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00011134-00 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: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/01/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	05/01/26	MATTHEW ANDERSON			
	Approved	05/01/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	05/01/26	CHERI BOUCHER		Auto approved by: 910516584	
	Queued	05/27/26	MATTHEW ANDERSON		bid	
	Queued	05/27/26	SHONNDA SMITH		bid	
	Queued	05/27/26	CHERI BOUCHER		bid	
	Pending		MATTHEW ANDERSON		bid	
	Pending		SHONNDA SMITH		bid	
	Pending		CHERI BOUCHER		bid	
	Pending		DONALD ROSE		bid	
	Pending		SANDRA LEWIS		bid	
	Pending		STEVEN KRONINGER		bid	
	Pending		SAMANTHA COOLEY		bid	
	Pending		JAMES NEESE		bid	
	Pending		PATRICIA KENNEDY-JONES		bid	
	Pending		REBECCA CRUMPLER		bid	
	Pending		ANNE FOLEY		bid	
	Pending		JOHN PAINE		bid	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6050
FOR
TRASH TRAILERS

SANSOM EQUIPMENT	$49,400.00
INGRAM EQUIPMENT	$50,155.00

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
5/5/2026	6050	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 22, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	TRASH TRAILERS					
APPX 2-12	Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached: **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** of two (2) units upon award and may buy up to twelve (12) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals. 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/					
				TOTAL		

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	YES	NO
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 411 x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity. Axle with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with eight (8) lugs and four (4) tires, size 235/17.5R, 16ply radials	____	____
5.Tire size 235/75R 17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to place on 16" centers. Body of floor to be built with ¼" plate, floor to be formed over and under the ends of cross sills. Body inside width to be 88" inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11- gauge sheet metal. Sides Stakes to be 1/8th structural tubing on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes interconnected and welded to. top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11- gauge sheet metal with 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from top of floor at front of body and increasing to 60 inches from top of floor withing eight (8) feet from the front to rear of the body.	____	____

9. Body to be equipped with heavy duty barn type doors with push pads or bars on doors for dozer or loader to push against to help take pressure off of latches to open. Door must be installed with a positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 30 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" insides diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door ____ ____

10. Must have two (2) grease hinges per door ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5- inch O.D. cylinder. Scissor lift not acceptable ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with lights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") with. seven flash patterns will be mounted in rubber cushions in rear posts at top of the trailer ____ ____

Two I x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City. ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being loaded into the trailer

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point.

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter; 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through

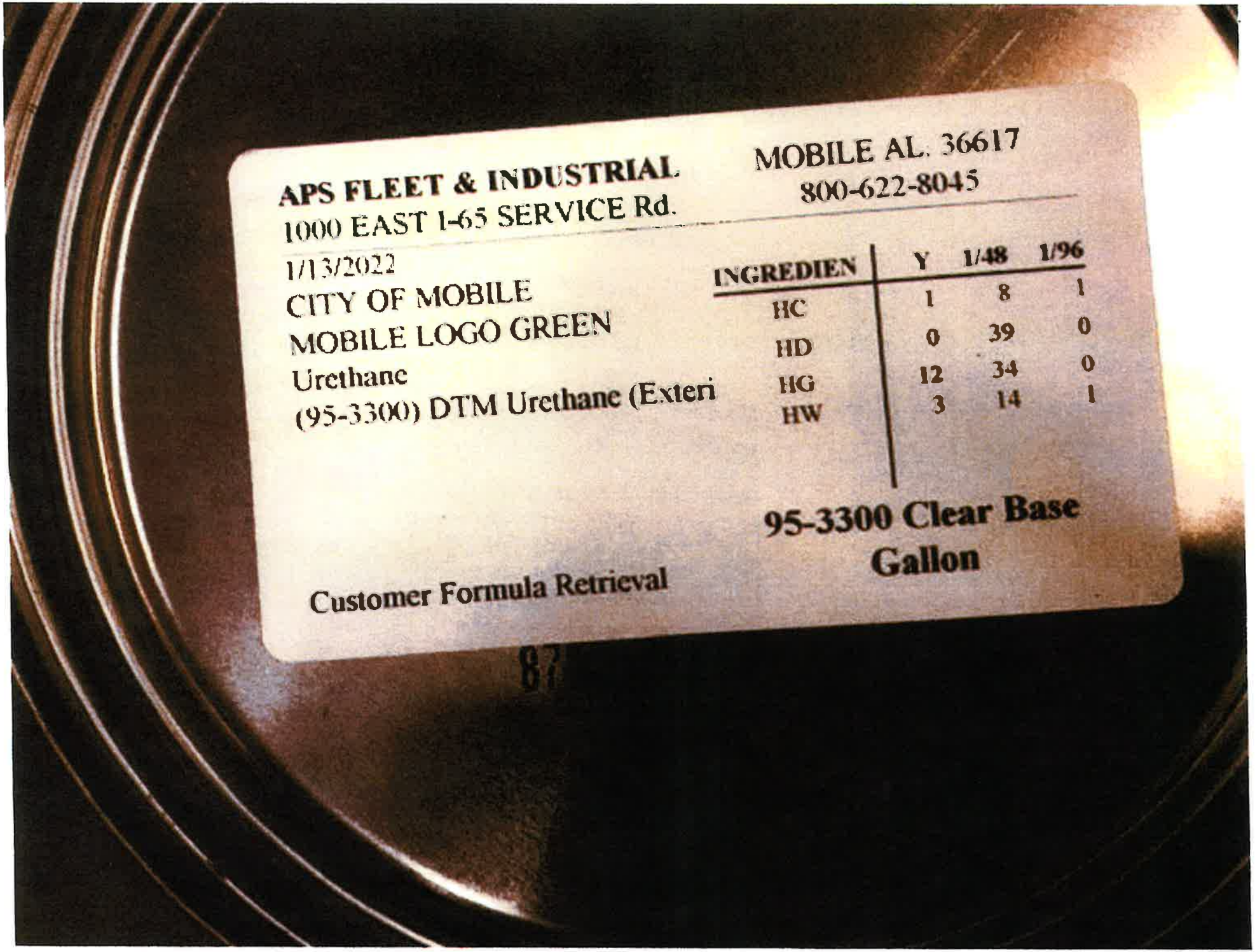
16. Trailer to have heavy duty tongue with four (4) five (5) inch structural channel and equipped with safety chains.

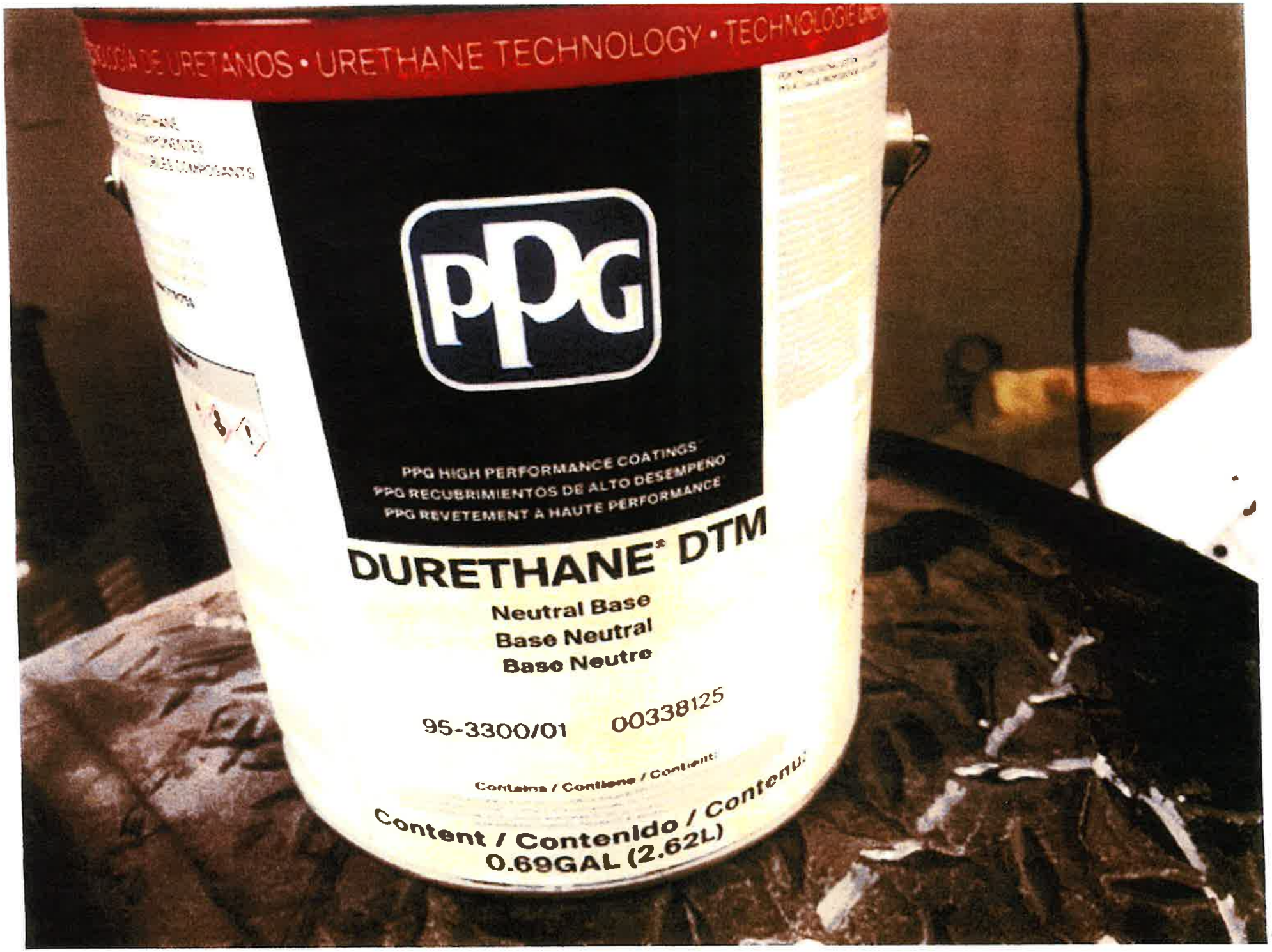
Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. The drawbar eye or lunette ring shall be fixed with no swivel

17. Trailer to be equipped with a 12" x 12" basket the width of trailer 12" from the top of trailer to store tarp.
The basket will be made of angle iron and expanded metal.
The basket sides and bottom shall NOT be made of solid metal.

18. Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor on the front or rear of the trailer

19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green.,


APS FLEET & INDUSTRIAL
1000 EAST I-65 SERVICE Rd.
MOBILE AL. 36617
800-622-8045
1/13/2022
CITY OF MOBILE
MOBILE LOGO GREEN
Urethane
(95-3300) DTM Urethane (Exteri
INGREDIEN | Y | 1/48 | 1/96
HC | 1 | 8 | 1
HD | 0 | 39 | 0
HG | 12 | 34 | 0
HW | 3 | 14 | 1
95-3300 Clear Base
Gallon
Customer Formula Retrieval
87


URETANOS • URETHANE TECHNOLOGY • TECHNOLOGIE
PPG
PPG HIGH PERFORMANCE COATINGS
PPG RECUBRIMIENTOS DE ALTO DESEMPEÑO
PPG REVETEMENT A HAUTE PERFORMANCE
DURETHANE® DTM
Neutral Base
Base Neutral
Base Neutre
95-3300/01
00338125
Contains / Contiene / Contient:
Content / Contenido / Contenu:
0.69GAL (2.62L)



LEFT SIDE TARP TIES
HINGES, REINFORCEMENTS



RIGHT SIDE TARP TIES

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to State of Alabama - Alabama Correctional Industries for 12 beds, 5 tables, and 3 paper sorters for MFRD.

Amount of Contract:
$60,893.00

Funding Source
CIP - Fire Station #19 Furniture

ATTACHMENTS:
1. 20260527 ACI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 State of Alabama - Alabama Correctional Industries

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to State of Alabama - Alabama Correctional Industries for 12 beds, 5 tables, and 3 paper sorters for MFRD.
CIP - Fire Station #19 Furniture

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $60,893.00

FUNDING SOURCE:

Budget Item: See Requisition 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: Alabama Correctional Industries bid exemption

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
9262	2026	(1510) FIRE ADMINISTRATION	12 BEDS; 5 TABLES, 3 PAPER SORTER FURNITURE FOR MFRD (ALABAMA CORRECTIONAL INDUSTRIES BID EXEMPTION)	$60,893.00	(282370) STE OF ALABAMA-ALABAMA CORRECTIONAL INDUSTRIES

Adopted:

_____

City Clerk

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

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
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	BED, OAK W/ DRW THREE DRAWERS UNDER BED FINISH: TBD; ITEM #FRBEDOAKDR5437 PER QUOTE Vendor Item	12.00 EACH	3699.00000	44388.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			44388.00
	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			
002	TABLE WOOD, CONFERENCE	1.00 EACH	9020.00000	9020.00
	Additional Description Notes --- CUSTOM CONFERENCE TABLE SOLID OAK WOOD SIZE - 48" X 180" FINISH: TBD; ITEM #FRCONTABOAK5439 per quote Vendor Item Inventory Item/Loc 5449			

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

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
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			9020.00

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	TABLE, END OAK SOLID WOOD FINISH: TBD - TO MATCH BED; ITEM # FRENDTABOAK5437 PER QUOTE Vendor Item	3.00 EACH	1095.00000	3285.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			3285.00

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

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
03/10/26	00000				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			
004	TABLE, COFFEE, OAK SOLID WOOD FINISH: TBD - TO MATCH BED; ITEM #FRCOFTABOAK5437 Vendor Item	1.00 EACH	1395.00000	1395.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			1395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

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
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SORTER, OAK, WALL WALL-HUNG FINISH: TBD; ITEM #FRSORTOAK5437 PER QUOTE Vendor Item	3.00 EACH	935.00000	2805.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			2805.00
	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			

Requisition Link

Requisition Total 60893.00

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

Account	Amount	Remaining Budget
E C1049 .OPERSUPPLS. .	60893.00	.00

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

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
03/10/26	00000				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	60893.00	248512.60

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/19/26	BRANDON JACKSON	Auto approved by: 910512538
Approved	05/19/26	BARRY GLISSON	
Approved	05/19/26	JAMES FRANK	Auto approved by: 910512538
Approved	05/19/26	BRENDA RHODES	
Approved	05/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/22/26	DONALD ROSE	Auto approved by: 9105fola
Approved	05/22/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/22/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/22/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/22/26	JAMES NEESE	Auto approved by: 9105fola
Approved	05/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	05/22/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	05/22/26	ANNE FOLEY	
Approved	05/22/26	JOHN PAINE	Auto approved by: 9105fola
Approved	05/22/26	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire, Inc for 27 sets of fire bunker coats and pants, helmets and boots for MFRD.

Amount of Contract:
$137,052.00

Funding Source
General fund and EMS expense

ATTACHMENTS:
1. 20260526 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 and pants, helmets and boots for MFRD.

General fund and EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $137,052.00

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
12786	2026	(1510) FIRE ADMINISTRATION	27 SETS OF FIRE BUNKER COATS, PANTS, HELMETS AND BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$137,052.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012786-00 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
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER HGAC 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			

Bill To	Requisition 00012786-00 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 2

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
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	FIRE PROTECTION CLOTHING;PANT: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	1720.00000	46440.00
	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

Bill To	Requisition 00012786-00 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
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	6120.70.15.0000.0000.1510.0000.0000.44020.			8302.50
	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			
004	FIRE PROTECTION CLOTHING; HELMETS; MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle Q-45413 Vendor Item	27.00 EACH	446.00000	12042.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			6021.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			6021.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00012786-00 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 4

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
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 137052.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.		
	68526.00	1637246.24
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	68526.00	1637246.24
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/22/26	DONALD ROSE	Auto approved by: 910521901
Approved	05/22/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	05/22/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	05/22/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	05/22/26	JAMES NEESE	Auto approved by: 910521901
Approved	05/22/26	PATRICIA KENNEDY-JONES	
Approved	05/22/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	05/22/26	ANNE FOLEY	Auto approved by: 910521901
Approved	05/22/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00012786-00 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 5

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
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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
tdowling@safeindustries.com
Phone: 803-960-8979
Fax:

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

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

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

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

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 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: June 2, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Walters Controls Inc for installation of a Honeywell Java Application Control Engine 9000 building system controller for the Cruise Terminal.

Amount of Contract:
$15,600.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260520 Walters Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Walters Controls Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Walters Controls Inc for installation of a Honeywell Java Application Control Engine 9000 building system controller for the Cruise Terminal.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,600.00

FUNDING SOURCE:

Budget Item: See Requisition 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

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
12562	2026	(F6020) CRUISE TERMINAL	INSTALLATION OF HONEYWELL JAVA APPLICATION CONTROL ENGINE 9000 BUILDING SYSTEM CONTROLLER FOR CRUISE TERMINAL (PRICE BELOW BID REQUIREMENT)	$15,600.00	(232615) WALTERS CONTROLS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012562-00 FY 2026
ACCOUNTS PAYABLE	PO 26009328
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
WALTERS CONTROLS INC	CRUISE TERMINAL
4916 OAK CIRCLE DR N	201 SOUTH WATER ST
	MOBILE, AL 36602
MOBILE, AL 36609	DAWN.SEESE@CITYOFMOBILE.GOV
Tel#251-661-4416	Delivery Reference
Fax 251-661-4417	DAWN SEESE
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	232615				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE.			
001	HONEYWELL JACE 9000 COMPACT, MODULAR, IOT-BASED CENTRAL CONTROLLER. SEE NOTES FOR FULL SPECS **NO SUBSTITUTIONS ALLOWED**	1.00 EACH	15600.00000	15600.00
	Additional Description Notes			
	SPECIFICATIONS-			
	Item: Honeywell JACE 9000 compact, modular, IoT-based (Internet of Things) central Controller. NO SUBSTITUTIONS ALLOWED.			
	Quantity=1			
	Condition: New (not used), furnished and installed by service provider/contractor.			
	Performance and Features: Non-WIFI. Hard-wired. Remote access (as applicable) or on-site, firewall-protected access via IP Address. Able to set alarms, scheduling, network management, & trends to maximize efficiency. Non-proprietary. Color, 2D graphics for mechanical systems/equipment. Scalable for future development and expansion to additional sites. CAD drawings and/or submittals required prior to installation.			

Bill To	Requisition 00012562-00 FY 2026
ACCOUNTS PAYABLE	PO 26009328
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
WALTERS CONTROLS INC	CRUISE TERMINAL
4916 OAK CIRCLE DR N	201 SOUTH WATER ST
	MOBILE, AL 36602
MOBILE, AL 36609	DAWN.SEESE@CITYOFMOBILE.GOV
Tel#251-661-4416	Delivery Reference
Fax 251-661-4417	DAWN SEESE
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	232615				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Item: Uninterrupted Power Supply (UPS)			
	Quantity=1			
	Condition: New (not used) furnished and installed by service provider/contractor			
	Performance: Rated appropriately			
	Item: Labor and Materials			
	Quantity=1			
	Condition: New (not used)			
	Performance and Features: Conduits, wiring. Integration of twelve (12) RTUs with and into the JACE 9000 controller. Start-up and check-out of controls. Build of Graphics for all RTUS. Training of on-site personnel. O&M Manual and all close-out documents.			
	Item: JACE 9000 Software and Software Package			
	Quantity=1			
	Condition: Furnished and installed by service provider/contractor			
	Performance: 5-Year software support package			

Bill To	Requisition 00012562-00 FY 2026
ACCOUNTS PAYABLE	PO 26009328
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
WALTERS CONTROLS INC	CRUISE TERMINAL
4916 OAK CIRCLE DR N	201 SOUTH WATER ST
	MOBILE, AL 36602
MOBILE, AL 36609	DAWN.SEESE@CITYOFMOBILE.GOV
Tel#251-661-4416	Delivery Reference
Fax 251-661-4417	DAWN SEESE
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	232615				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
1	6020.70.00.0000.0000.0000.0000.0000.42150.			15600.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
DAWN SEESE

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 15600.00

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.0000.42150.	15600.00	990166.37
CRUISE TERMINAL EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	05/15/26	DONALD ROSE	Auto approved by: 9105fola
Approved	05/15/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/15/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/15/26	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To	Requisition 00012562-00 FY 2026
ACCOUNTS PAYABLE	PO 26009328
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
WALTERS CONTROLS INC	CRUISE TERMINAL
4916 OAK CIRCLE DR N	201 SOUTH WATER ST
	MOBILE, AL 36602
MOBILE, AL 36609	DAWN.SEESE@CITYOFMOBILE.GOV
Tel#251-661-4416	Delivery Reference
Fax 251-661-4417	DAWN SEESE
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	232615				CRUISE TERMINAL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/15/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	05/15/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	05/15/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	05/15/26	ANNE FOLEY			
	Approved	05/15/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 2, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:

Purpose and Scope of Project:
Teaching Pro Contract for Whitsett Mathison to teach tennis lessons and clinics at the Mobile Tennis Center

Amount of Contract:
$80,000 per year for a 3 year term

Funding Source
Pros will be paid for lessons that are taken by the public.Payments are made before Pro can be paid.

ATTACHMENTS:
1. 2026 CONTRACT WHITSETT MATHISON 5.26
2. WHITSETT MATHISON RESOLUTION 5.26

REVIEWERS:
Jackie Byerley
Donna Bryars
Cherlina Monteiro
James Barber

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Whitsett Mathison** an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the 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. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be 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

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

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. 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.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

A. 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.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. 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.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Whitsett Mathison
6417 Autumn Ridge Drive
Mobile, Al. 36695

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. 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.

M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor 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 the City's sole discretion.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. 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. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Whitsett A. Mathison
Whitsett Mathison
Date: 5/26/2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Whitsett Mathison is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 26th day of May, 20 26

Thomas M Jackson
Notary Public
Print Thomas M Jackson
My commission expires: Oct 25/28

(Seal)

THOMAS M. JACKSON
MY COMMISSION EXPIRES
OCTOBER 25, 2028
NOTARY PUBLIC
STATE OF ALABAMA

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00
Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50
Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)
$70.00 (7-8 STUDENTS)
$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

01- 2026

R E S O L U T I O N

Sponsored by: 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 and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Whitsett Mathison to provide Tennis Teaching Pro for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is filed in the office of the City Clerk.

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

Adopted:

_____

City Clerk