



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, November 20, 2018, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Reverend Allan Eldridge, Regency Church of Christ
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
November 13, 2018
7. **COMMUNICATIONS FROM THE MAYOR**
8. **REPORTS OF COMMITTEES**
9. **NEW COMMITTEE ASSIGNMENTS**
10. **ADOPTION OF THE AGENDA**
11. **APPEALS**
12. **PUBLIC HEARINGS**

Public hearing to determine if the structure at 1012 New St. Francis Street is a public nuisance and order it demolished (District 2).

Public hearing to determine if the structure at 2021 Tucker Street is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 159 Stephens Street is a public nuisance and order it demolished (District 5).

Public hearing to rezone property at the northeast corner of Paper Mill Road and Africatown Boulevard from B-2, R-2 and I-2 to I-2 (District 2) (Applicant: Kimberly Clark Corporation).

13. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Dilan Johnson

Matt Bartoli

Reggie Hill

14. ORDINANCES HELD OVER

84-031 Authorize issuance of Tax-Exempt General Obligation Refunding Warrants, Series 2018A (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CIP RESOLUTIONS HELD OVER

21-797 Authorize contract with S. C. Stagner Contracting, Inc. for Copeland-Cox Tennis Center-Sloped Retaining Wall Repairs, \$322,730.00 (PR-023-18; 2018 CIP #2017-460, D7) (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-798 Authorize contract with Aeiker Construction Corporation for Medal of Honor Park-Splash Pad and Restroom Improvements, \$894,835.00 (sponsored by Councilmember Rich and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

16. RESOLUTIONS HELD OVER

01-799 Authorize agreement with Illinois Central Railroad Company for temporary easement for roadway purposes to facilitate the widening of Zeigler Boulevard, \$547.00 (C0053; 20002000-48040) (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

01-800 Authorize agreement with Illinois Central Railroad Company for local agency roadway improvements to facilitate the widening of Zeigler Boulevard (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

01-801 Authorize agreement with Illinois Central Railroad Company for permanent easement for roadway purposes to facilitate the widening of Zeigler Boulevard, \$22,240.00 (C0053; 20002000-48040) (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

17. ORDINANCES BEING INTRODUCED

64-032 Rezone property at the northeast corner of Paper Mill Road and Africatown Boulevard from B-2, R-2 and I-2 to I-2 (District 2) (Applicant: Kimberly Clark Corporation).

18. CONSENT RESOLUTIONS BEING INTRODUCED

31-802 Authorize the Mayor to apply, accept and receive funding from the U. S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, for the Justice Reinvestment Initiative: Reducing Violent Crime by Improving Justice System Performance FY2018 Competitive Grant, \$1,250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by James Barber, Public Safety Department).

31-803 Authorize the Mayor to apply, accept and receive funding from the State of Alabama Law Enforcement Agency (ALEA), for the FY 2016 Homeland Security Grant Program, \$25,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Mobile Police Department).

31-804 Authorize the Mayor to enter into a Memorandum of Agreement with the Rape Crisis Center to partner on the FY 2018 Sexual Assault Kit Initiative (SAKI) Grant that was awarded in the amount of \$1500,000.00 (sponsored by Mayor Stimpson) (sponsored by James Barber, Public Safety Department).

40-805 Declare the structure at 1012 New St. Francis Street is a public nuisance and order it demolished (District 2).

40-806 Declare the structure at 159 Stephens Street is a public nuisance and order it demolished (District 5).

40-807 Declare the structure at 2021 Tucker Street is a public nuisance and order it demolished (District 1).

58-808 Authorize removal of weeds, Group #1584.

58-809 Assess cost for removal of weeds, Group #1579.

60-810 Determine expenditure of discretionary funds for contribution to the Young Leaders of America serves a public purpose and approve payment (sponsored by Councilmember Rich).

60-811 Determine expenditure of discretionary funds for contribution to the University of South Alabama serves a public purpose and approve payment (sponsored by Councilmember Rich).

60-812 Determine expenditure of discretionary funds for contribution to the Providence Hospital Foundation Festival of Flowers serves a public purpose and approve payment (sponsored by Councilmembers Daves, Rich and Gregory).

60-813 Approve award of special bonus to the Officer of the Month as part of the Mayor's Incentive Program, James Ainsworth, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

19. RESOLUTIONS BEING INTRODUCED

09-814 Re-allocate \$50,000.00 from Capital Project (C0297), 2016 TAP Bit & Spur 20002000.48040 Advertising Fees, to Grant Fund (G-TAPBITSP) TAPMB-TA16(946) Sidewalks on Bit & Spur, District 5, 50015001.48010 Construction (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Department).

09-815 Re-allocate \$27,000.00 from Capital Project (CON05), District 5 Contingency Project 20002000.48040 Advertising Fees, to Grant Fund (G-TAPBITSP) TAPMB-TA16(946) Sidewalks on Bit & Spur, District 5, 50015001.48010 Construction (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Department).

21-816 Authorize contract with TAG/The Architect's Group, Inc. for Mobile, Alabama Cruise Terminal-2019 Construction Management Services, \$9,422.40 (CT-005-19; C0259) (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-817 Authorize contract with Watkins Acy Strunk Design, Inc. for Memorial Park-Implementation and Phasing Plan & Phase 1 Improvements, \$19,270.00 (PR-049-18; C0369) (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

20. CALL FOR PUBLIC HEARINGS

41-818 Call for public hearing to rezone property at 2503, 2505, & 2507 Old Shell Road and 35 & 37 Hurlbert Street (south side of Old Shell Road, 60'± west of Hurlbert Street extending to the west side of Hurlbert Street, 100'± south of Old Shell Road), from B-2 and R-1 to B-1 (District 1) (Applicant: Joseph N. Asarisi) (scheduled for December 18, 2018).

21. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Henley, Jennifer

Approved

11/15/2018 -
10:01 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Henley, Jennifer

Approved

11/15/2018 -
10:07 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 1012 New St. Francis Street - ME-303-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1012 New St. Francis Street	Cover Memo	11/13/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:37 AM

RESOLUTION

Sponsored by: Councilmember Levon C. Manzie – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the structure at **1012 New St. Francis Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 6, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1012 New St. Francis Street** described as:

COM AT NE COR OF THE INTERSECTION OF NEW ST FRANCIS ST
AND PINE ST & RUNNING TH ELY ALG THE N/L OF NEW ST
FRANCIS ST A DIS OF 42.4 FT M/L TO PT ON EXISTING FENCE
LINE BETWEEN PPTY CONVEYED & PPTY NOW OR FORMERLY
BELONGING TO APPLETON E. PRITCHARD & DRURY O
PRITCHARD LYING IMMEDIATELY EAST THEREOF RUNNING TH
NLY ON & ALG SAID FENCE LINE A DIS OF 114.2 FT M/L TO PT
ON EXISTING FENCE LINE IN REAR OF PPTY HEREIN CONVEYED
RUNNING TH WLY ON & ALG SAID FENCE LINE A DIS OF 43.2 FT
M/L TO PT ON E/L OF PINE ST RUNNING TH SLY ALG E/L OF
PINE ST 115.7 FT M/L TO POB ALL ACCORDING TO PLAT OF
SURVEY MADE BY DURANT ENGINEERING CO DTD 7/15/42
DEED BK 329 NS P 411 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 229

Last Assessed to: BENNETT LARRY D & LELA L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure

be **repaired or demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 7, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 20, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1012 NEW ST FRANCIS STREET**. OWNED BY OR MAY HAVE AN INTEREST: **BENNETT LARRY D & LELA L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 009 229

COUNCIL DISTRICT 2 – LEVON C. MANZIE

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile Blight Survey 2017

Report Date - 9/13/2017 2:02:36 PM

Property Address

1012 NEW ST FRANCIS ST

Property Details

Parcel Keyx	00755123	Local Historic Registry	Old Dauphin Way
Status	Scored	National Historic Registry	Old Dauphin Way
Blight Zone		Central Business District	
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	Y
Survey Date	1/13/2017 4:11:37 PM	Comments	Exterior walls are dilapidated and have open cracks and holes. Roofing components need repair. Open to the public. Foundation appears to have cracks.

Property Score

Score	75	Score Description	Demo
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MEO: M. DavisDate: 08/10/2017Property Address: 1012 New St. Francis St.District No: 2

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





10/26/2018





10/26/2018







10/26/2018



10/26/2018



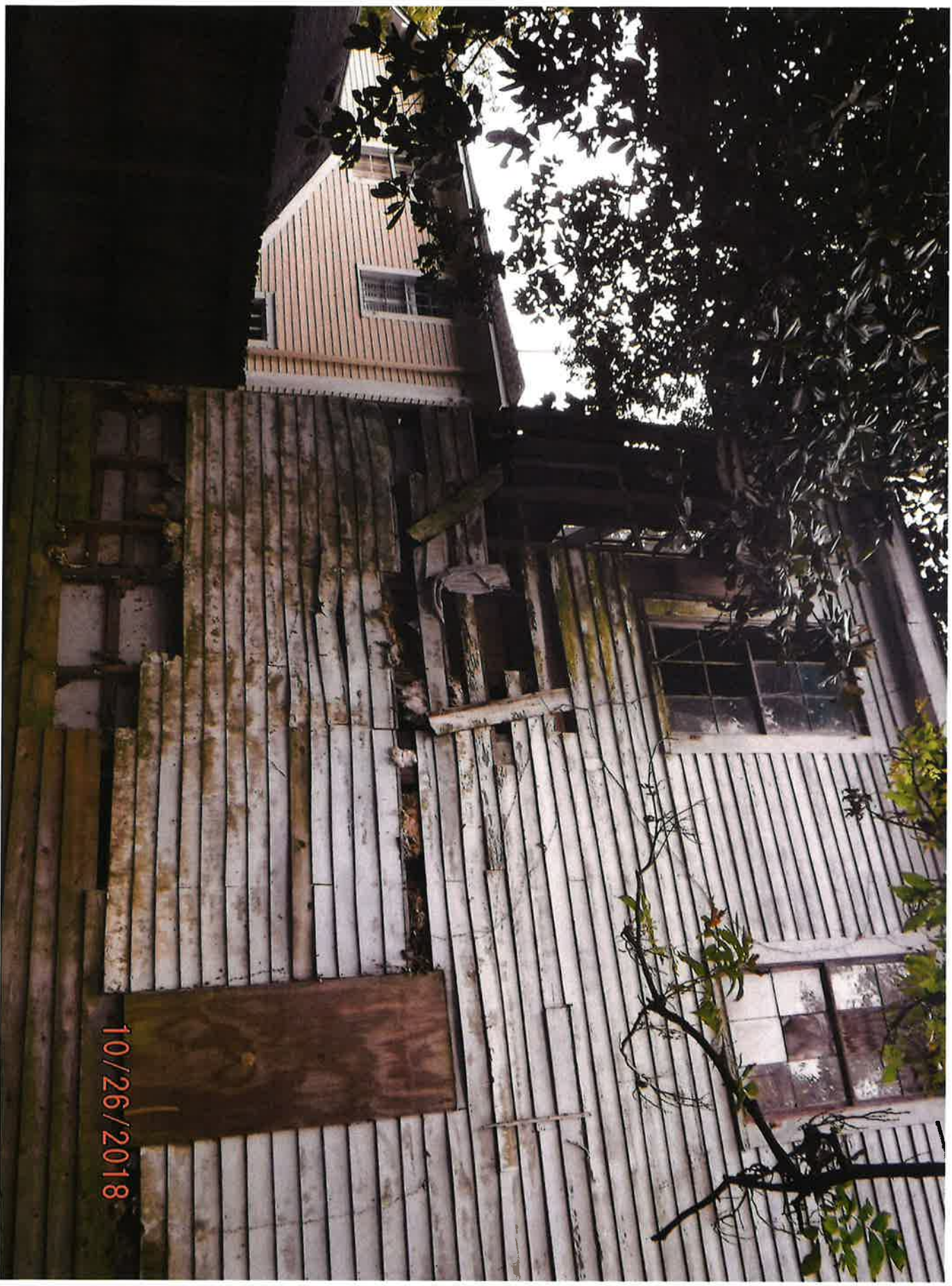




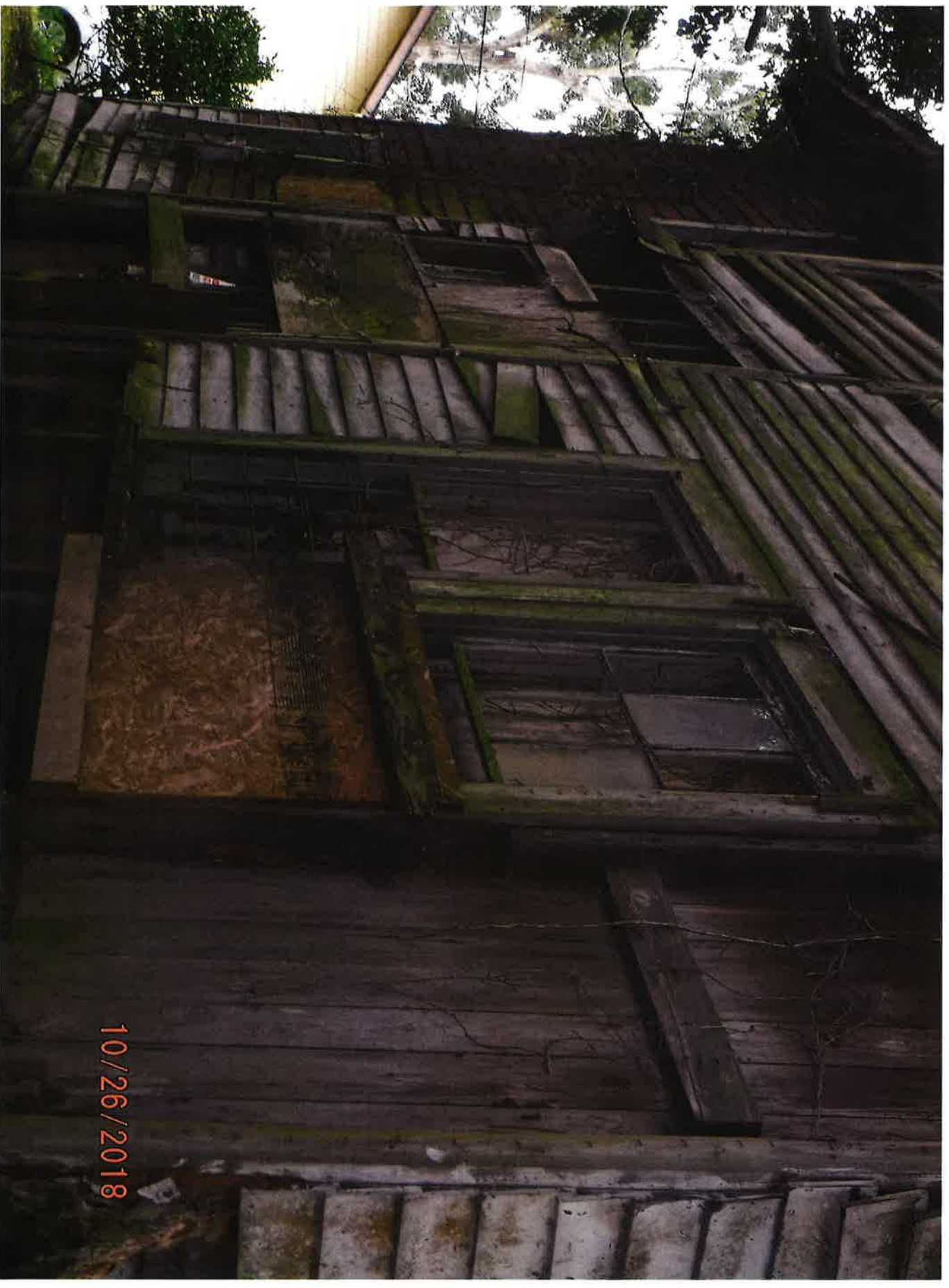
10/26/2018











10/26/2018



10/26/2018





**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Lela Bennett
4725 Millpond Lane
Tampa, FL 33624

May 17, 2018

**RE: 1012 New St Francis Street
Project Number: ME-303-17**

Dear Lela Bennett:

On August 10, 2017 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1012 New St Francis Street.

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

COM AT NE COR OF THE INTERSECTION OF NEW ST FRANCIS ST
AND PINE ST & RUNNING TH ELY ALG THE N/L OF NEW ST
FRANCIS ST A DIS OF 42.4 FT M/L TO PT ON EXISTING FENCE LINE
BETWEEN PPTY CONVEYED & PPTY NOW OR FORMERLY
BELONGING TO APPLETON E. PRITCHARD & DRURY O
PRITCHARD LYING IMMEDIATELY EAST THEREOF RUNNING TH
NLY ON & ALG SAID FENCE LINE A DIS OF 114.2 FT M/L TO PT ON
EXISTING FENCE LINE IN REAR OF PPTY HEREIN CONVEYED
RUNNING TH WLY ON & ALG SAID FENCE LINE A DIS OF 43.2 FT
M/L TO PT ON E/L OF PINE ST RUNNING TH SLY ALG E/L OF PINE
ST 115.7 FT M/L TO POB ALL ACCORDING TO PLAT OF SURVEY
MADE BY DURANT ENGINEERING CO DTD 7/15/42 DEED BK 329
NS P 411 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 229

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **July 2, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 2, 2018**, provide the Code Official with a work plan to accomplish the repairs by **July 2, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 2, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 17, 2018 at 9:00 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1012 New Francis Street

Date: October 26, 2017

TO: BUSINESS SERVICES / MUNICIPAL ENFORCEMENT DIVISION

FROM: TAMMY DAVIS, REAL ESTATE DEPARTMENT

Title Report effective date: October 9, 2017 (Dee's Title Services, LLC)

OWNER(S): Lela Bennett

Note: Lela Bennett is the sole surviving grantee of deed dated September 28, 1990 and recorded in Real Property Book 3627 at page 948. The other grantee, Larry D. Bennett having died on May 28, 2014.

SEND NOTICES OF NUISANCE ABATEMENT PROCEEDINGS TO THE FOLLOWING PARTIES:

1. Lela Bennett
4725 Millpond Lane
Tampa, Florida 33624
2. Lela Bennett
P.O. Box 341273
Tampa, Florida 33694

TAX SALE: None

MORTGAGE HOLDER: None

OTHER LIENS:

Lis Pendens filed by the City of Mobile against Larry D. Bennett and Lela L. Bennett, dated October 13, 2017 and recorded in Land Records Book 7567 at page 1520.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member Fredrick Richardson, Jr. District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 2021 Tucker Street - ME-523-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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No Attachments Available

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:38 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 159 Stephens Street - ME-007-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 159 Stephens Street	Cover Memo	11/13/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:37 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **159 Stephens Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 4, 7, 8 and 15** and;

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **159 Stephens Street** as:

LOT 38 BLK E RESUB OF WESTLAWN MBK 4 PGS 516-520 #SEC 23
T4S R1W #MP29 07 23 0 007

Parcel Number: 29 07 23 0 007 114

Last Assessed to: LEWIS KAREN S

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of

municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 1, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 20, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **159 STEPHENS STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **KAREN S LEWIS** IS A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 23 0 007 114

COUNCIL DISTRICT 5 – JOHN C WILLIAMS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/DLW

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: D. Williams

Date: 09/12/18

Property Address: 159 Stephens Street District No: 5

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Karen S. Lewis
6209 Burntwood Drive S.
Mobile, Alabama 36609

September 20, 2018

RE: 159 Stephens Street
Project Number: ME-007-18

Dear Karen S. Lewis:

On September 12, 2018, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 159 Stephens Street.

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

LOT 38 BLK E RESUB OF WESTLAWN MBK 4 PGS 516-520 #SEC 23
T4S R1W #MP29 07 23 0 007

Parcel Number: 29 07 23 0 007 114

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **November 14, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 14, 2018**, provide the Code Official with a work plan to accomplish the repairs by **November 14, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 14, 2018**, which is 45 days from the date of this NOTICE.

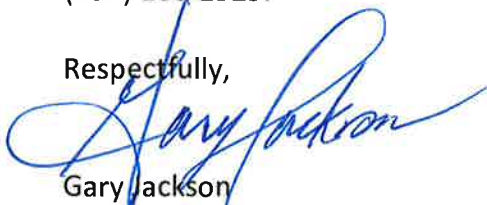
IV. **NOTICE** is hereby given that on **November 20, 2018, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator



NUISANCE ABATEMENT

159 STEPHENS STREET

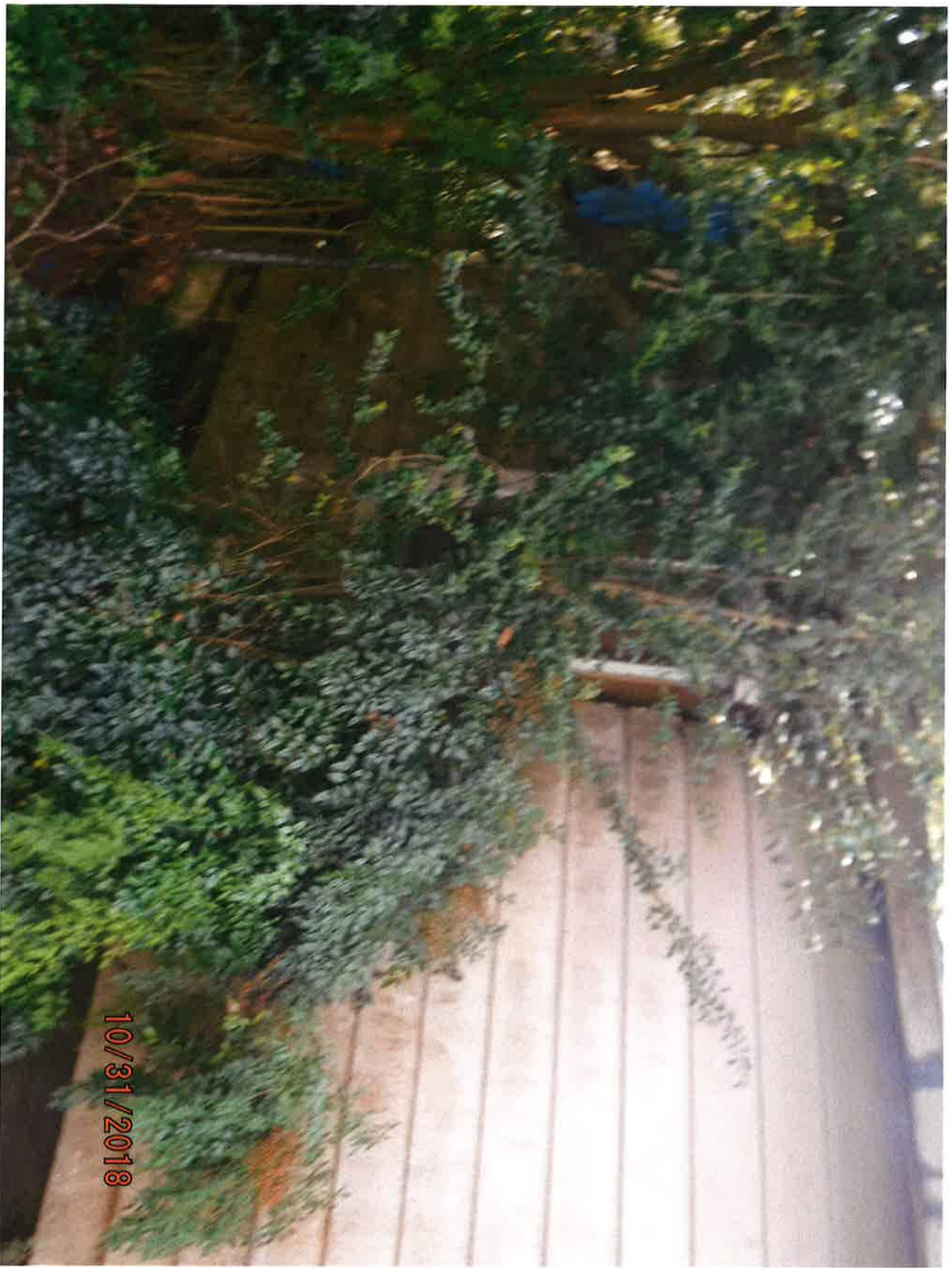
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



10/31/2018

NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



10/31/2018

NUISANCE ABATEMENT

159 STEPHENS STREET

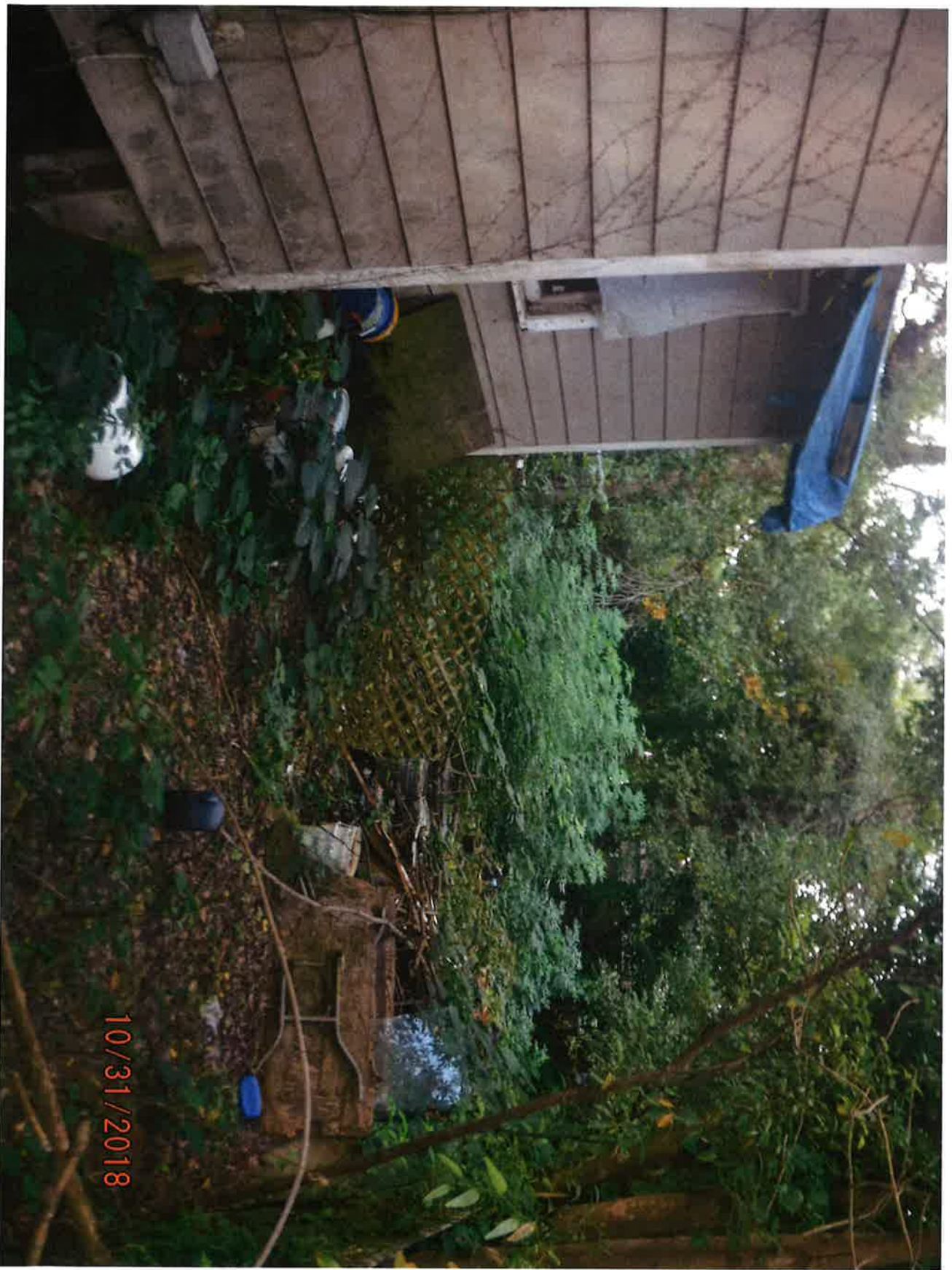
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



10/31/2018

NUISANCE ABATEMENT WORKSHEET

RE: 159 Stephens St.

Date: September 11, 2018

FROM: Rhonda Lewis, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: September 4, 2018

Per the Title Report, the owners are: Karen S. Lewis

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Karen S. Lewis
6209 Burntwood Dr. S.
Mobile, AL 36609

TAXES: PAID.

Open Mortgages:

2. Wells Fargo Financial
4143 121st Street
Urbandale, IA 50323

NOTE: MTG Wells Fargo Bank, N.A. to Karen S. Lewis (Loan # 0368411054) recorded RP 7118 P 207 on 2/6/2014.

Parties with recorded liens per Title Report:

Lis Pendens filed by the city of Mobile vs Karen S. Lewis, recorded in RP 7615, P 1120 on 3/20/2018.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Kimberly Clark rezoning	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 2:09 PM

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF HEARING ON PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the attached amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance." The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of Government Plaza, 205 Government Street, Mobile Alabama, on the 20th day of November, 2018, at 10:30 am. At such time and place all persons who desire shall have an opportunity to be heard in opposition to, or in favor of the amendment. Furthermore, the City Council, at this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

This notice is published pursuant to a resolution of the City Council of Mobile adopted on the 23rd day of October, 2018.

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of November, 2018, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 26th day of October, 2018,, in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

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

Lisa C. Lambert
City Clerk



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

October 18, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 20, 2018 considered the request of Kimberly Clark Corporation. for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District to I-2, Heavy Industry District, for the property located at the Northeast corner of Paper Mill Road and Africatown Boulevard.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mncy

Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 25, 2018

Kimberly Clark Corporation
C/O Nathan Rhodes
P. O. Box 80615
Indianapolis, IN 46280

Re: Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
ZON-000651-2018
Kimberly Clark Corporation

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

At its meeting on September 20, 2018, the Planning Commission considered your request for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District

At the meeting, the Commission decided to recommend the application for Approval to the City Council, subject to the following:

- 1) **Completion of the Subdivision process; and**
- 2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is \$413.20. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

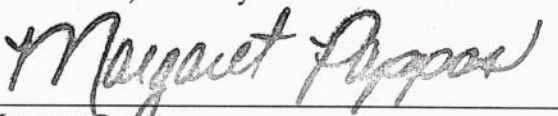
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

cc: Hargrove & Associates Inc.

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 THROUGH 3, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BAY BRIDGE ROAD, (VARIABLE WIDTH PUBLIC R/W), WITH THE WEST RIGHT OF WAY LINE OF ALABAMA STATE DOCKS AND TERMINAL RAILROAD, (100-FOOT RAILROAD R/W), THENCE S-78°-54'24"-W ALONG THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 204.40 FEET; THENCE N-04°-34'-35"-E LEAVING THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 24.92 FEET; THENCE N-77°-53'-10"-E FOR 41.89 FEET; THENCE N-14°-48'-53"-W FOR 1099.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PAPER MILL ROAD, (VARIABLE WIDTH PUBLIC R/W); THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 527.50 FEET AND A DELTA ANGLE OF 18°-23'-54", THE CHORD OF WHICH BEARS N-14°36'-09"-E FOR 168.66 FEET, FOR AN ARC DISTANCE OF 169.38 FEET; THENCE N-23°-48'06"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 20.35 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 517.47 FEET AND A DELTA ANGLE OF 11°-23'-14" THE CHORD OF WHICH BEARS N-18°-06'-22"-E FOR 102.68 FEET, FOR AN ARC DISTANCE OF 102.85 FEET; THENCE N-42°-18'-35" -E, LEAVING THE EAST

RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 390.27 FEET; THENCE N-66°-35'-36"-E FOR 204.48 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; THENCE SOUTHERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 1861.19 AND A DELTA ANGLE OF 45°-59'-07", THE CHORD OF WHICH BEARS S-00°-44'-39"-E FOR 1424.03 FEET, FOR AN ARC DISTANCE OF 1461.28 FEET; THENCE S-21°-44'-54"-W, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD, FOR 304.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.2618 ACRES OR 795484 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District**, to **I-2, Heavy Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-2, Heavy Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process and; 2) full compliance with all municipal codes and ordinances.**

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

adopted:

Lisa Lambert, City Clerk

Kimberly Clark Corporation
Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
Levon C. Manzie



MOBILE CITY PLANNING COMMISSION

Mailing Address:

Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location

Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

AUG 14 '18 8:26AM

119.48/cc

NOTE: SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, INCLUDING THE SITE PLAN, must be submitted along with SEVEN (7) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

☒ **Zoning Change**
\$ 100.00

(if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**
\$ 150.00
(non-profit \$ 50.00)

☐ **Planned Unit Development**
\$ 150.00

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

1. Applicant: Kimberly Clark Corporation
(if other than owner, must furnish written authorization from owner)
Full Address: P.O. Box 80615, Indianapolis, IN 46280 c/o Nathan Rhodes
Telephone: 251-330-3022 Email: nlrhodes@kcc.com
2. Owner: Kimberly Clark Corporation
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession in the land area and any structures thereon)
3. Attach a brief description of property location: NE corner Bay Bridge Rd & Paper Mill Rd. West of railroad.
4. Attach a copy of the legal description and parcel number of the property in question. _____
(Parcel Number)
5. Present Zoning: B-2, R-2 & I-2 Proposed Zoning: I-2
6. Area of property, sq. ft. or acres: 18.262 acres
7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
8. **PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
9. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
10. **Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D 2.a. for other required documentation).
11. **SITE PLAN must be filed with this application (7 COPIES)** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
12. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☐ YES ☐ NO
If YES, are they shown on the Site Plan? ☐ YES ☐ NO
13. **LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).
14. **SIGNATURE:** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

DATE 8/14/18

APPLICANT'S SIGNATURE: NATHAN RHODES

ZONING AMENDMENT STAFF REPORT**Date: September 20, 2018****NAME**

Kimberly Clark Corporation

LOCATION

Northeast corner of Paper Mill Road and Africatown Boulevard

**CITY COUNCIL
DISTRICT**

District 2

PRESENT ZONING

B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District

PROPOSED ZONING

I-2, Heavy Industry District

AREA OF PROPERTY

18.2± Acres

CONTEMPLATED USE

Rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

**TIME SCHEDULE
FOR DEVELOPMENT**

August 2018

**ENGINEERING
COMMENTS**

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain

Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS

No comments

URBAN FORESTRY COMMENTS

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 61-929 and City Code Chapters 57 and 64).

FIRE DEPARTMENT COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code).

REMARKS

The applicant is requesting rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. Specifically, the applicant wishes to resolve a split-zoning issue to accommodate an existing paper manufacturing facility.

The site was part of a two-lot Subdivision approved by the Planning Commission at its June 21, 2018 meeting. One of the conditions of the Subdivision approval was the rezoning of this site to eliminate the split-zoning, prior to the signing of the Final Plat.

The site is bounded to the North and East by I-2, Heavy Industry District; to the West by R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-2, Neighborhood Business District; and to the South by R-1, Single-Family Residential District and B-2, Neighborhood Business District.

The site has been given a Heavy Industry (HI) land use designation, per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides

additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant does not specifically state which of the four conditions makes the proposed rezoning necessary and desirable, however as previously mentioned, a recent Subdivision

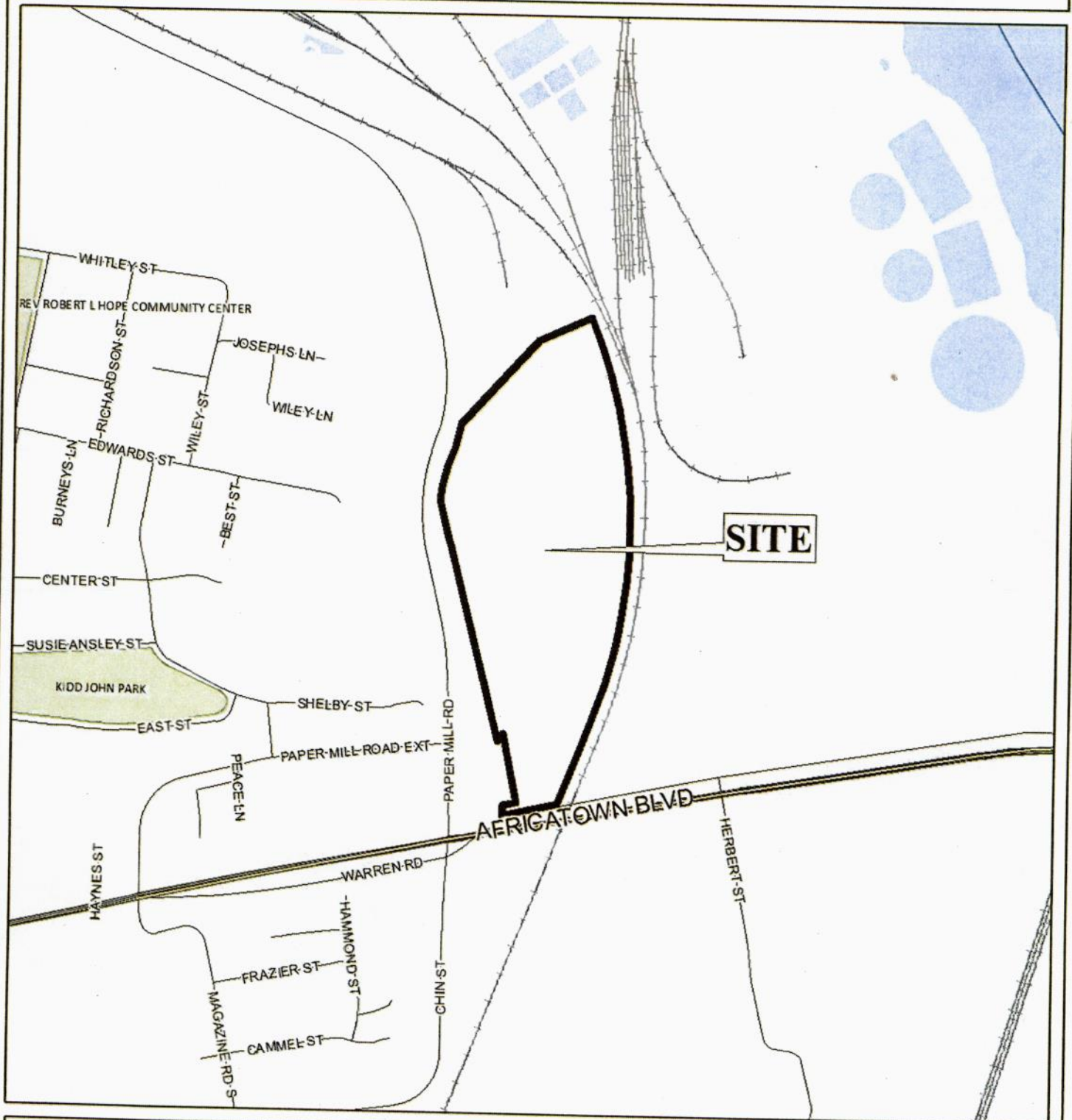
tentatively approved by the Planning Commission would result in a split-zoned lot if the current rezoning application is denied, therefore rendering the Subdivision approval invalid. Given that the proposed rezoning is to accommodate a development that has occupied the site since at least 1940, the rezoning may be appropriate.

RECOMMENDATION

Based on the preceding, the application is recommended for Approval, subject to the following:

- 1) Completion of the Subdivision process; and
- 2) Full compliance with all municipal codes and ordinances.

LOCATOR MAP

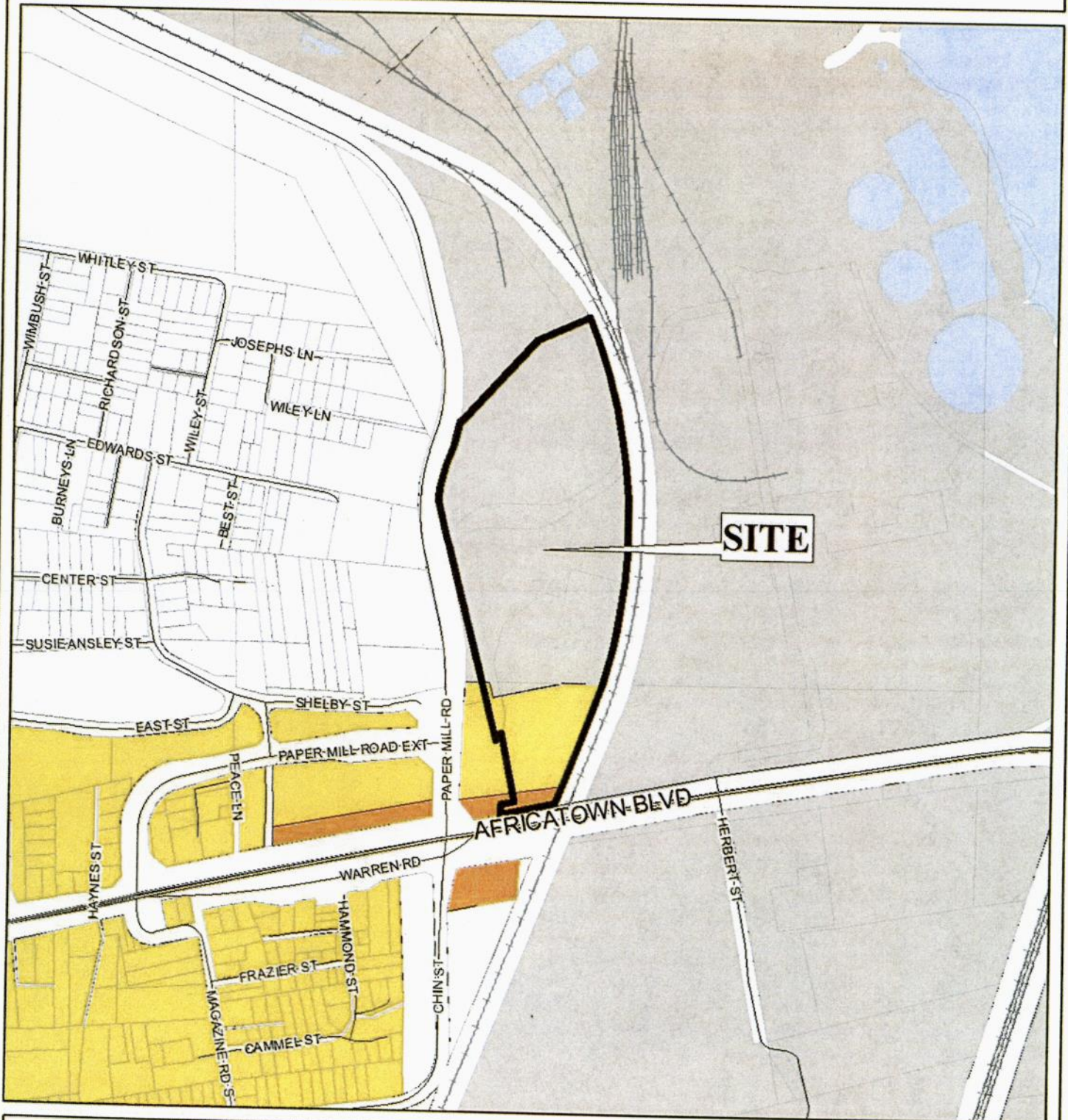


APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2

LOCATOR ZONING MAP



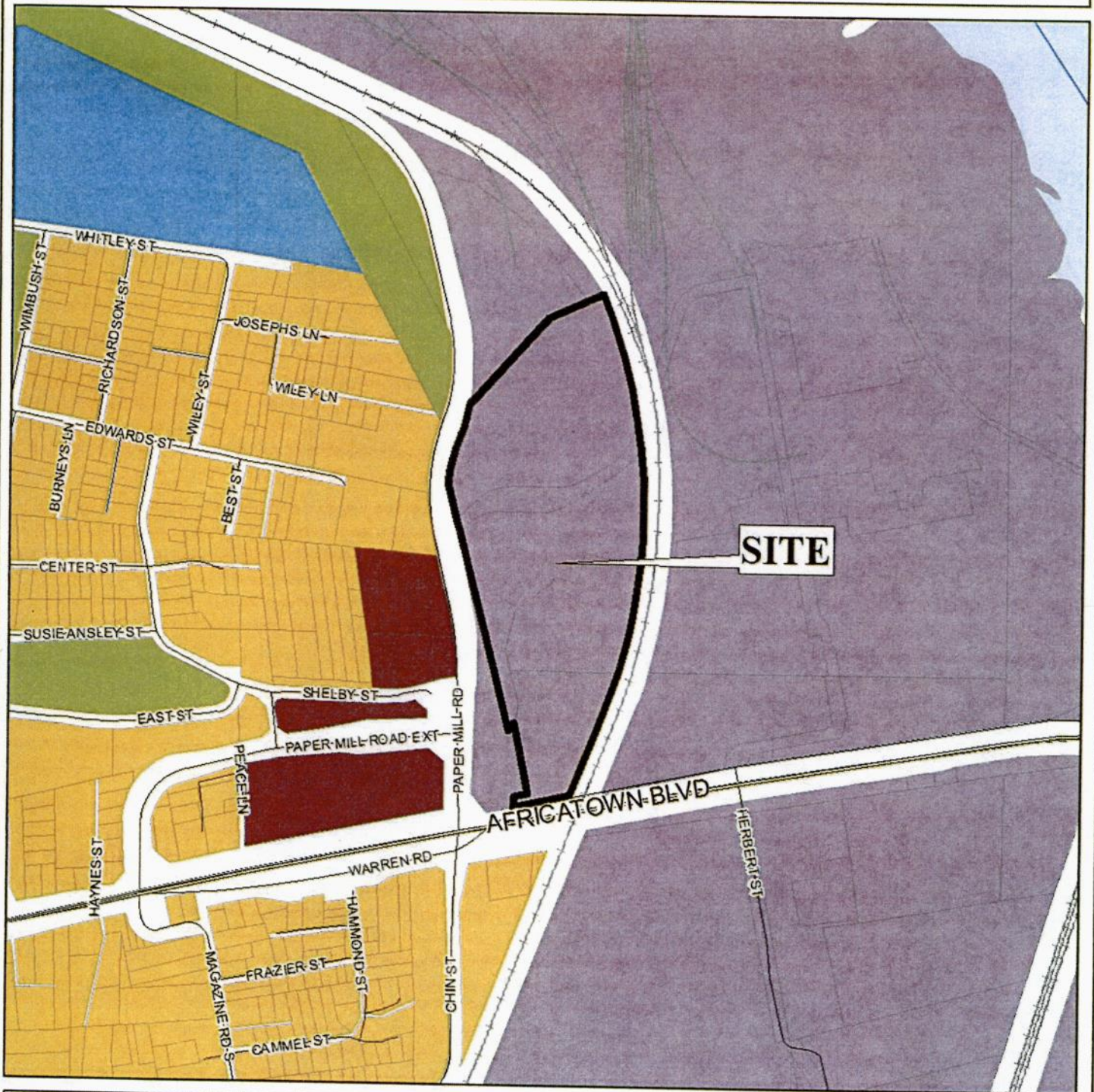
APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

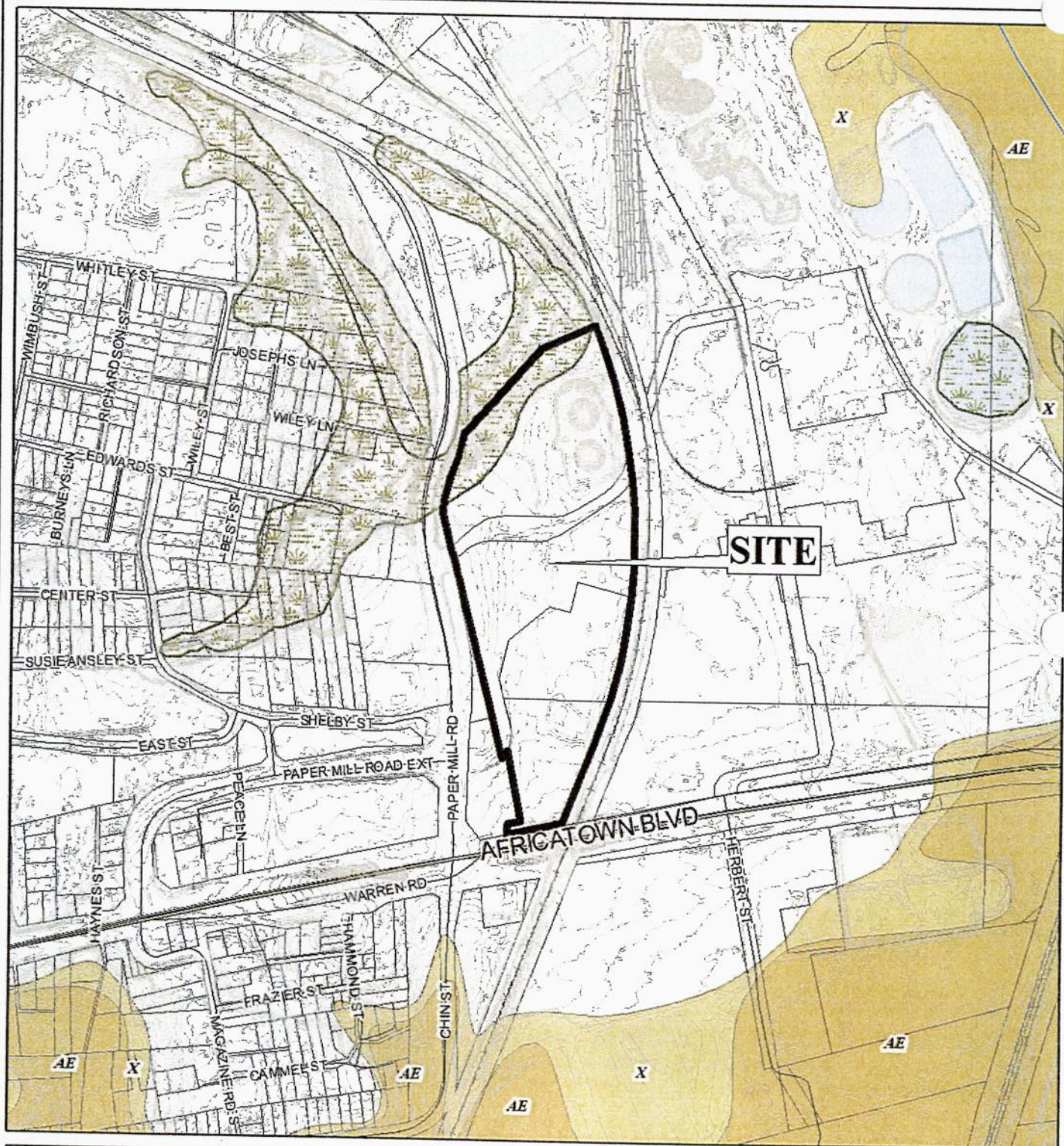
REQUEST Rezoning from R-2, B-2, and I-2 to I-2

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



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

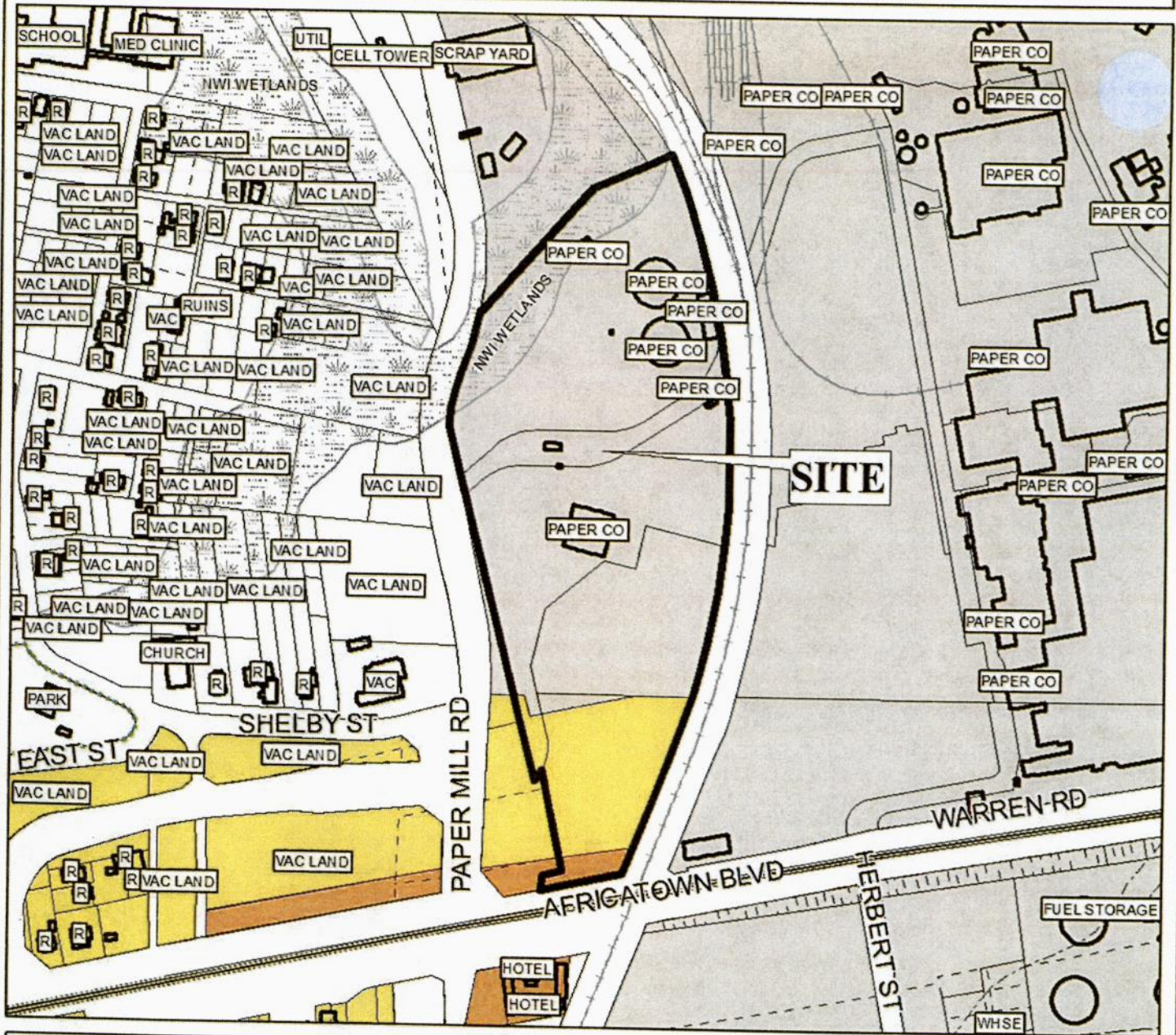
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

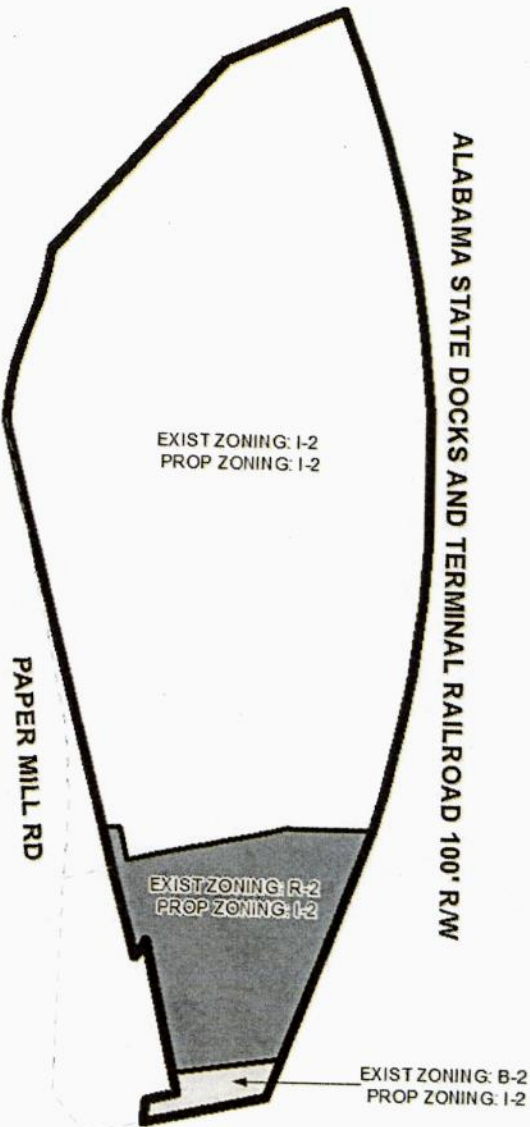
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

SITE PLAN



The site plan illustrates the proposed zoning changes.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

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



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

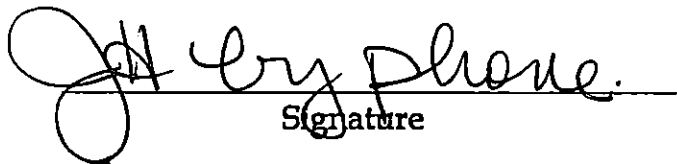
Description	Type	Upload Date
Dilan Johnson	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/15/2018 - 10:06 AM

ADDRESSING THE CITY COUNCIL

Today's Date:	10-17-18
Time:	
Name:	Dilan Johnson
Address:	2219 Dauphin Island Parkway Apt 107
Phone No.	298-6903
Date to Address Council:	11-20-18
Subject (must be completed):	wants to wish the Council a Happy Thanksgiving
Specific Questions:	


Signature

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business. Please mail this form to: City Clerk, P. O. Box 1827, Mobile, AL 36633, or fax to: 251-208-7576



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Matt Bartoli	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/15/2018 - 10:06 AM

ADDRESSING THE CITY COUNCIL

Today's Date:	11-9-18
Time:	12:20 pm
Name:	Matt Bartoli
Address:	767 Wesley Ave.
Phone No.	251-209-9658
Date to Address Council:	Nov. 20
Subject (must be completed):	he has a petition with 117 signatures requesting the closing of the Boulevard Lounge in D. Pinehurst due to noise, trespassing, illegal drug activity, brawls, and cars being broken into.
Specific Questions:	

Signature

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Reggie Hill	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/15/2018 - 10:07 AM

ADDRESSING THE CITY COUNCIL

Today's Date:	11-9-18
Time:	11:35 am
Name:	Reggie Hill
Address:	1007 Center St.
Phone No.	256-665-6748
Date to Address Council:	Nov. 20
Subject (must be completed):	how public safety, public policy, recreation and administrative transparency relate to economic development.
Specific Questions:	

Signature

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business. Please mail this form to: City Clerk, P. O. Box 1827, Mobile, AL 36633, or fax to: 251-208-7576



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Approve and adopt the attached Ordinance Authorizing the Issuance of General Obligation Refunding Warrants, Series 2018A

Effective Date of Contract:

10/29/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	10/26/2018
Official Statement	Backup Material	10/26/2018

REVIEWERS:

Department Reviewer	Action	Date
Legal Hill, Ashton	Approved	10/29/2018 - 2:08 PM
Finance McMillan, Marilyn	Approved	10/31/2018 - 10:07 AM
Mayors Office Wesch, Paul	Approved	10/31/2018 - 11:38 AM

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2018A**

Adopted by

the

City Council of the City of Mobile

on

November __, 2018

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2018A**

BE IT ORDAINED BY THE GOVERNING BODY OF CITY OF MOBILE, as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Authorized City Representative” shall mean the Mayor or the Executive Director of Finance of the City or any other officer or agent of the City authorized by the City’s governing body to act as “Authorized City Representative”.

“Beneficial Owner” shall have the meaning assigned in Section 3.11 for the Series 2018A Warrants.

“Book-Entry Only System” shall have the meaning assigned in Section 3.11 for the Series 2018A Warrants.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which the Paying Agent is required or authorized to be closed under general law or regulation applicable in the place of the Principal Office of the Paying Agent.

“City” shall mean the City of Mobile, a municipal corporation organized under the laws of the State of Alabama.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement executed and delivered by the City in connection with the issuance of the Series 2018A Warrants.

“Costs of Issuance Fund” shall mean the fund established pursuant to the Definitive Terms Certificate.

“Debt Service Fund” shall mean the fund established pursuant to Article 6.

“Debt Service” shall mean the principal, premium (if any) and interest payable on the Series 2018A Warrants.

“Defaulted Interest” shall have the meaning stated in Section 3.8.

“Definitive Terms Certificate” shall have the meaning stated in Section 3.2(h). **“DTC”** shall have the meaning assigned in Section 3.11 for the Series 2018A Warrants.

“Enabling Law” shall mean Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975.

“Escrow Agreement” shall mean the Escrow Trust Agreement between the City and the Escrow Trustee in respect of the refunding of the Refunded Warrants.

“Escrow Fund” shall mean the irrevocable fund established pursuant to the Escrow Agreement.

“Escrow Trustee” shall mean Regions Bank, an Alabama banking corporation.

“Favorable Tax Opinion” shall mean an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Series 2018A Warrants made or to be made in connection with such action, will not cause interest on the Series 2018A Warrants to become includible in gross income of the Holders for purposes of federal income taxation.

“Federal Securities” shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“Fiscal Year” shall mean the fiscal year of the City, as established from time to time by applicable law.

“Holder” when used with respect to any Series 2018A Warrant shall mean (1) if the Book-Entry Only System is not in effect, the person in whose name such Series 2018A Warrant is registered in the Warrant Register and (2) if the Book-Entry Only System is in effect, the Beneficial Owner of such Series 2018A Warrant on the records maintained pursuant to the Book-Entry Only System.

“Interest Payment Date”, when used with respect to any installment of interest on a Series 2018A Warrant, shall mean the date specified in such Series 2018A Warrant as the fixed date on which such installment of interest is due and payable.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

“Opinion of Counsel” shall mean an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this ordinance, the attorney or attorneys rendering such opinion may be counsel for the City or the Paying Agent.

“Outstanding”, when used with respect to Series 2018A Warrants, shall mean, as of the date of determination, all Series 2018A Warrants authenticated and delivered under this ordinance, except:

(1) Series 2018A Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(2) Series 2018A Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Series 2018A Warrants, provided that, if such Series 2018A Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this ordinance or provision therefor satisfactory to the Paying Agent has been made; and

Series 2018A Warrants in exchange for or in lieu of which other Series 2018A Warrants have been authenticated and delivered under this ordinance.

“Paying Agent” shall mean the agent of the City appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Series 2018A Warrants.

“Post-Default Rate” shall mean the interest rates borne by the Series 2018A Warrants. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months of 30 days each.

“Principal Office of the Paying Agent” shall mean the office where the Paying Agent maintains its principal corporate trust office in the State of Alabama.

“Principal Payment Date”, when used with respect to any Series 2018A Warrant, shall mean the date specified in such Series 2018A Warrant as the fixed date on which the principal of such Series 2018A Warrant is due and payable.

“Purchase Agreement” shall mean the Warrant Purchase Agreement between the City and the Underwriters in respect of the sale of the Series 2018A Warrants.

“Qualified Investments” shall mean:

- (1) Federal Securities,
- (2) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities, and
- (3) a certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof, provided that (i) such bank has capital, surplus and undivided profits of not less than \$25,000,000, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit (less the amount of such deposit insured by the Federal Deposit Insurance Corporation).

“Refunded Warrants” shall mean all or a portion of the Series 2009A Warrants and the Series 2009B Warrants, as shall be set forth in the Definitive Terms Certificate.

“Regular Record Date” for the interest payable on any Interest Payment Date on the Series 2018A Warrants shall mean the date specified in Section 3.8.

“Series 2009A Warrants” shall mean the City’s \$56,380,000 aggregate principal amount of General Obligation Refunding Warrants, Series 2009A, currently outstanding in the aggregate principal amount of \$9,925,000.

“Series 2009B Warrants” shall mean the City’s \$16,765,000 aggregate principal amount of General Obligation Build America Warrants, Series 2008B (Taxable), currently outstanding in the aggregate principal amount of \$16,765,000.

“Series 2018A Warrants” shall mean the City’s General Obligation Refunding Warrants, Series 2018A, authenticated and delivered pursuant to this ordinance.

“Special Record Date” for the payment of any Defaulted Interest on Series 2018A Warrants shall mean the date fixed by the Paying Agent pursuant to Section 3.8.

“Tax Certificate and Agreement” shall mean the Tax Certificate and Agreement to be executed and delivered by the City in conjunction with the delivery of the Series 2018A Warrants.

“Taxable” shall mean that, for purposes of federal income taxation, interest on the Series 2018A Warrants is includible in the gross income of any Holder thereof for any reason. Interest on the Series 2018A Warrants shall not be deemed “Taxable” because interest is includible in any calculation of

income for purposes of an alternative minimum tax, a foreign branch profits tax or any other type of taxation other than the regular tax imposed on gross income.

“**Term Warrants**” shall have the meaning stated in Section 3.2(g).

“**Underwriters**” shall mean the original purchasers of the Series 2018A Warrants from the City identified in Section 7.1.

“**Warrant Payment Date**” shall mean each date (including any date fixed for redemption of Series 2018A Warrants) on which Debt Service is payable on the Series 2018A Warrants.

“**Warrant Register**” shall mean the register or registers for the registration and transfer of Series 2018A Warrants maintained pursuant to Section 3.6.

SECTION 1.2 General Rules of Construction

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) All accounting terms not otherwise defined herein have the meaning assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application thereof.

(c) All references in this ordinance to designated “Articles”, “Sections” and other subdivisions are to the designated articles, sections and subdivisions of this ordinance as originally executed.

(d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this ordinance as a whole and not to any particular article, section or other subdivision.

(e) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(f) The term “including” means “including without limitation” and “including, but not limited to”.

ARTICLE 2

Findings, Designations, Elections, Representations and Warranties

The governing body of the City makes the following findings, designations, elections, representations and warranties as the basis for the undertakings on its part herein contained:

(1) The City has heretofore issued the Series 2009A Warrants and Series 2009B Warrants. The governing body of the City has determined that it is in the public interest to refund, on a current basis, all or a portion of the Series 2009A Warrants and Series 2009B Warrants, as shall be set forth in the Definitive Terms Certificate, in order to realize present value

interest savings. Such Series 2009A Warrants and Series 2009B Warrants are referred to herein as the “**Refunded Warrants**”.

(2) The City is not in default in the payment of the principal of and interest on the Series 2009A Warrants or the Series 2009B Warrants.

(3) Pursuant to this ordinance, in order to effect the refunding of the Refunded Warrants, the City will issue the Series 2018A Warrants.

(4) In order to effect the refunding of the Refunded Warrants, the City and the Escrow Trustee will enter into the Escrow Agreement simultaneously with the issuance of the Series 2018A Warrants. Pursuant to the Escrow Agreement, the Escrow Fund will be established for the retirement of the Refunded Warrants.

(5) In order to enhance flexibility in the timing of the sale of the Series 2018A Warrants, it is desirable for the governing body of the City to establish certain parameters that will govern the sale of the Series 2018A Warrants and to delegate to the Mayor of the City the power to approve the final terms of sale, and, accordingly, it is in the best interests of the City for the Mayor of the City to be authorized and directed to approve the final pricing terms of the Series 2018A Warrants, subject to the parameters established herein.

(6) Immediately after the issuance of the Series 2018A Warrants the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Alabama Constitution of 1901 will not be more than 20% of the assessed valuation of taxable property within the corporate limits of the City for the last fiscal year (ended on the next preceding September 30).

ARTICLE 3

The Series 2018A Warrants

SECTION 3.1 Authorization of Series 2018A Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants entitled “General Obligation Refunding Warrants, Series 2018A” (herein called the “**Series 2018A Warrants**”). The Series 2018A Warrants shall be issued for the purposes specified in Article 2.

SECTION 3.2 Amount and Terms

(a) Subject to Section 7.2(b), the aggregate principal amount of the Series 2018A Warrants that may be authenticated and delivered and Outstanding shall be as described in the Definitive Terms Certificate.

(b) The Series 2018A Warrants shall be issuable as fully registered warrants without coupons in the denomination of \$5,000 or any multiple thereof. Each Series 2018A Warrant shall have a single principal maturity. The Series 2018A Warrants shall be numbered separately from 1 upward.

(c) The Series 2018A Warrants shall mature on February 15 in the years more particularly described in the Definitive Terms Certificate. Subject to Section 7.2(b), the principal amount of

Series 2018A Warrants maturing on each Principal Payment Date and the applicable rate of interest for the Series 2018A Warrants of each maturity shall be set forth in the Definitive Terms Certificate.

(d) The Series 2018A Warrants shall be dated as of the date set forth in the Definitive Terms Certificate and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rate per annum set forth in subsection (c) above. Interest on the Series 2018A Warrants shall be payable on February 15 and August 15 in each year, beginning February 15, 2019 (each such date being herein called an “**Interest Payment Date**”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Series 2018A Warrants shall be payable at the Post-Default Rate.

(e) Interest on the Series 2018A Warrants payable on any Interest Payment Date prior to the maturity or redemption thereof (in whole or in part) shall be payable by check or draft mailed by the Paying Agent to the registered Holders of the Series 2018A Warrants at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2018A Warrants and payment of accrued interest on the Series 2018A Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent. Debt Service on the Series 2018A Warrants payable at maturity shall be payable only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this section to the contrary notwithstanding, upon the written request of the Holder of Series 2018A Warrants in an aggregate principal amount of not less than \$100,000, the Paying Agent will make payment of the Debt Service due on such Series 2018A Warrant on any Warrant Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

- (1) such written request contains adequate instructions for the method of payment,
- (2) the Holder agrees to pay the Paying Agent’s customary charge for handling such wire transfer, and
- (3) payment of the principal of (and redemption premium, if any, on) such Series 2018A Warrant and payment of accrued interest on such Series 2018A Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2018A Warrant to the Paying Agent.

(g) The Series 2018A Warrants shall be subject to redemption prior to maturity as set forth in the Definitive Terms Certificate.

(h) Section 7.2(b) sets forth the parameters for the amount and terms of the Series 2018A Warrants. The Mayor of the City is hereby authorized and directed to execute and deliver in the name and on behalf of the City a certificate substantially as set forth in Exhibit 3.2(h) that establishes, within the parameters set forth in Section 7.2(b), the definitive amount and terms of the Series 2018A Warrants, with such changes or additions to such certificate or deletions to such certificate as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of such certificate (the “**Definitive Terms Certificate**”). In setting the definitive amount and terms of the Series 2018A Warrants reflected in the Definitive Terms Certificate, the Mayor of the City may rely upon the advice and recommendation of the employees of and advisors to the City.

SECTION 3.3 Form of Series 2018A Warrant

The Series 2018A Warrants and the authentication certificate shall be substantially in the form set forth in Exhibit 3.3, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this ordinance.

SECTION 3.4 Execution and Authentication

(a) The Series 2018A Warrants shall be executed on behalf of the City by its Mayor under its seal reproduced thereon and attested by its City Clerk, and the certification of registration of each Series 2018A Warrant as a claim against the Debt Service Fund shall be executed by the Executive Director of Finance of the City. The signature of any of these officers on the Series 2018A Warrants may be manual or, to the extent permitted by law, facsimile. Series 2018A Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the City shall bind the City, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2018A Warrants or shall not have held such offices at the date of such Series 2018A Warrants.

(b) No Series 2018A Warrants shall be secured by, or be entitled to any lien, right or benefit under, this ordinance or be valid or obligatory for any purpose, unless there appears on such Series 2018A Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Series 2018A Warrant shall be conclusive evidence, and the only evidence, that such Series 2018A Warrant has been duly authenticated and delivered hereunder.

SECTION 3.5 Temporary Series 2018A Warrants

(a) Pending the preparation of definitive Series 2018A Warrants, the City may execute, and upon request of the City, the Paying Agent shall authenticate and deliver, temporary Series 2018A Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Series 2018A Warrants in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Series 2018A Warrants may determine, as evidenced by their execution of such Series 2018A Warrants.

(b) If temporary Series 2018A Warrants are issued, the City will cause definitive Series 2018A Warrants to be prepared without unreasonable delay. After the preparation of definitive Series 2018A Warrants, the temporary Series 2018A Warrants shall be exchangeable for definitive Series 2018A Warrants upon surrender of the temporary Series 2018A Warrants at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Series 2018A Warrants, the City shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Series 2018A Warrants of authorized denominations. Until so exchanged, temporary Series 2018A Warrants shall in all respects be entitled to the security and benefits of this ordinance.

SECTION 3.6 Registration, Transfer and Exchange

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the “**Warrant Register**”) in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Series 2018A Warrants and registration of transfers of Series 2018A Warrants entitled to be registered or transferred as herein provided. The Paying Agent is

hereby appointed “**Warrant Registrar**” for the purpose of registering Series 2018A Warrants and transfers of Series 2018A Warrants as herein provided.

(b) Upon surrender for transfer of any Series 2018A Warrant at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2018A Warrants of any authorized denominations and of the same maturity and aggregate principal amount.

(c) At the option of the Holder, Series 2018A Warrants may be exchanged for a like aggregate principal amount of Series 2018A Warrants, of any authorized denominations and of the same maturity, upon surrender of the Series 2018A Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Series 2018A Warrants are so to be surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate and deliver, the Series 2018A Warrants which the Holder making the exchange is entitled to receive.

(d) All Series 2018A Warrants surrendered upon any exchange or transfer provided for in this ordinance shall be promptly cancelled by the Paying Agent.

(e) All Series 2018A Warrants issued upon any transfer or exchange of Series 2018A Warrants shall be the valid obligations of the City and entitled to the same security and benefits under this ordinance as the Series 2018A Warrants surrendered upon such transfer or exchange.

(f) Every Series 2018A Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Series 2018A Warrants, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2018A Warrants.

(h) The City shall not be required (i) to transfer or exchange any Series 2018A Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Series 2018A Warrants and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Series 2018A Warrant so selected for redemption in whole or in part, or (iii) to exchange any Series 2018A Warrant during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Series 2018A Warrants

(a) If (i) any mutilated Series 2018A Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2018A Warrant, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Series 2018A Warrant has been acquired by a bona fide purchaser, the City shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2018A Warrant, a new Series 2018A Warrant of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

(b) Upon the issuance of any new Series 2018A Warrant under this section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Series 2018A Warrant issued pursuant to this section in lieu of any destroyed, lost or stolen Series 2018A Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Series 2018A Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this ordinance equally and ratably with all other Outstanding Series 2018A Warrants.

(d) The provisions of this section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2018A Warrants.

SECTION 3.8 Payment of Interest on Series 2018A Warrants; Interest Rights Preserved

(a) Interest on any Series 2018A Warrant which is payable on any Interest Payment Date shall be paid to the person in whose name that Series 2018A Warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 1st day (whether or not a Business Day) of the month of such Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2018A Warrants and payment of accrued interest due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of the Series 2018A Warrants at the Principal Office of the Paying Agent.

(b) Any interest on any Series 2018A Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called “**Defaulted Interest**”) shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the City to the persons in whose names such Series 2018A Warrants are registered at the close of business on a special record date (herein called a “**Special Record Date**”) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2018A Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Series 2018A Warrant at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Series 2018A Warrants are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this section, each Series 2018A Warrant delivered under this ordinance upon transfer of or in exchange for or in lieu of any other Series 2018A Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2018A Warrant and each such Series 2018A Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.9 Persons Deemed Owners

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Series 2018A Warrant is registered as the owner of such Series 2018A Warrant for the purpose of receiving payment of Debt Service on such Series 2018A Warrant (subject to Section 3.8) and for all other purposes whatsoever whether or not such Series 2018A Warrant is overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

SECTION 3.10 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed Paying Agent for the purpose of paying Debt Service on the Series 2018A Warrants on behalf of the City.

(b) The Debt Service on the Series 2018A Warrants shall, except as otherwise provided herein, be payable at the Principal Office of the Paying Agent.

(c) The Paying Agent may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Paying Agent and the City signed by the Holders of a majority in aggregate principal amount of the Series 2018A Warrants then Outstanding, or (ii) if no default exists with respect to the payment of the Series 2018A Warrants, by a written notice delivered to the Paying Agent and signed on behalf of the City by an Authorized City Representative.

(d) If the bank designated as Paying Agent pursuant to subsection (a) of this section shall resign or be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the City shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The City shall give notice of the appointment of any such successor Paying Agent by first-class mail, postage prepaid, to the Holders of Series 2018A Warrants as their names or addresses appear in the Warrant Register.

SECTION 3.11 Book Entry Only System

(a) The registration and payment of Series 2018A Warrants shall be made pursuant to the Book-Entry Only System (the “**Book-Entry Only System**”) administered by The Depository Trust Company (“**DTC**”) in accordance with the Blanket Letter of Representations on file with DTC and incorporated by reference in this ordinance (the “**Letter of Representations**”) until such System is terminated pursuant to Section 3.11(c).

(b) While Series 2018A Warrants are in the Book-Entry Only System the following provisions shall apply for purposes of this ordinance and shall supersede any contrary provisions of this ordinance:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term “Series 2018A Warrants” shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term “Holder” shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this ordinance with respect to each separate Series 2018A Warrant shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this ordinance to Holders of Series 2018A Warrants from either the City or the Paying Agent shall be delivered by the City or the Paying Agent, as the case may be, to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this ordinance to or from persons other than a Holder of a Series 2018A Warrant shall be delivered directly to such person as provided in this ordinance and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2018A Warrants shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to such payments.

(5) The Beneficial Owners (as such term is defined in the Letter of Representations) of the Series 2018A Warrants, by their acquisition of any beneficial interest in a Series 2018A Warrant or Series 2018A Warrants, and the Participants severally agree that the City and the Paying Agent shall not have any responsibility or obligation to any Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by DTC or any Participant; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, purchase price of, premium (if any) and interest on the Series 2018A Warrants; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by DTC or its nominee, as owner.

(c) If the City and the Paying Agent concur that it would be in the best interests of the Holders of the Series 2018A Warrants for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by the City or the Paying Agent acting alone in accordance with the Letter of Representations.

SECTION 3.12 Payments Due on a Day Other Than a Business Day

If any payment on the Series 2018A Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 3.13 Cancellation

All Series 2018A Warrants surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Series 2018A Warrants shall be registered in lieu of or in exchange for any Series 2018A Warrant cancelled as provided in this section, except as expressly provided by this ordinance.

ARTICLE 4

Redemption of Series 2018A Warrants

SECTION 4.1 General Applicability of Article

(a) The Series 2018A Warrants shall be redeemable in accordance with the redemption provisions set forth in Section 3.2(g), the Definitive Terms Certificate, and the provisions of this article.

(b) The Series 2018A Warrants shall be redeemed in accordance with the mandatory redemption provisions of the Series 2018A Warrants without any direction from or consent by the City. The Series 2018A Warrants shall be redeemed in accordance with the optional redemption provisions of the Series 2018A Warrants only upon direction of the City.

SECTION 4.2 Election to Redeem; Notice to Paying Agent

The election of the City to exercise any right of optional redemption shall be evidenced by a certified resolution or ordinance of the governing body of the City delivered to the Paying Agent. In case of any redemption at the option of the City of less than all the Outstanding Series 2018A Warrants, the City shall, at least 60 days prior to the date fixed by the City for redemption of Series 2018A Warrants (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Series 2018A Warrants to be redeemed.

SECTION 4.3 Selection by Paying Agent of Series 2018A Warrants to be Redeemed

(a) Except in the case of mandatory redemption of the Term Warrants, if any, if less than all Series 2018A Warrants Outstanding are to be redeemed, those maturities or portions of maturities of the Series 2018A Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2018A Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2018A Warrants, and (ii) if less than all Series 2018A Warrants with the same stated maturity are to be redeemed, the Series 2018A Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) Except as otherwise provided in the specific redemption provisions for the Series 2018A Warrants, if less than all Series 2018A Warrants with the same series and maturity are to be redeemed, the particular Series 2018A Warrants of such series and maturity to be redeemed shall be selected by the Paying Agent not less than 30 nor more than 60 days prior to the redemption date from the Outstanding Series 2018A Warrants of such series and maturity then eligible for redemption in accordance with the Book-Entry Only System or, if the Book-Entry Only System is no longer in effect, by lot or by such other method as the Paying Agent shall deem fair and appropriate and which may provide for the selection for redemption of portions (in authorized denominations) of the principal of Series 2018A Warrants of such maturity of a denomination larger than the smallest authorized denomination.

(c) The Paying Agent shall promptly confirm to the City in writing the Series 2018A Warrants selected for redemption and, in the case of any Series 2018A Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(d) For all purposes of this ordinance, unless the context otherwise requires, all provisions relating to the redemption of Series 2018A Warrants shall relate, in the case of any Series 2018A Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Series 2018A Warrant which has been or is to be redeemed.

SECTION 4.4 Notice of Redemption

(a) Unless waived by the Holders of all Series 2018A Warrants then Outstanding, notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2018A Warrants to be redeemed at his address appearing in the Warrant Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Series 2018A Warrants to be redeemed, and, if less than all Outstanding Series 2018A Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2018A Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Series 2018A Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date,

(5) the place or places where the Series 2018A Warrants to be redeemed are to be surrendered for payment of the redemption price, and

(6) any conditions to such redemption specified in accordance with the provisions of Section 4.4(e).

(c) Notice of redemption of Series 2018A Warrants to be redeemed at the option of the City shall be given by the City or, at the City's request, by the Paying Agent in the name and at the expense of the City. Notice of redemption of Series 2018A Warrants in accordance with the mandatory redemption provisions of the Series 2018A Warrants shall be given by the Paying Agent in the name and at the expense of the City.

(d) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in the United States Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this section.

(e) A notice of optional redemption may state that the redemption of Series 2018A Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the City shall not be required to

redeem Series 2018A Warrants (or portions thereof) identified in such notice, and any Series 2018A Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2018A Warrants.

SECTION 4.5 Deposit of Redemption Price

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Series 2018A Warrants which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

SECTION 4.6 Series 2018A Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Series 2018A Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2018A Warrants shall cease to bear interest. Upon surrender of any such Series 2018A Warrant for redemption in accordance with said notice, such Series 2018A Warrant shall be paid by the City at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Series 2018A Warrants registered as such on the relevant Record Dates according to the terms of such Series 2018A Warrants and the provisions of Section 3.8.

(b) If any Series 2018A Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

SECTION 4.7 Series 2018A Warrants Redeemed in Part

Any Series 2018A Warrant which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2018A Warrant, without service charge, a new Series 2018A Warrant or Series 2018A Warrants, of the same maturity and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2018A Warrant so surrendered.

ARTICLE 5

Source of Payment, Etc.

SECTION 5.1 General Obligation

The indebtedness evidenced and ordered paid by the Series 2018A Warrants shall be a general obligation of the City for the payment of Debt Service on which the full faith and credit of the City are hereby irrevocably pledged, pro rata and without preference or priority of one Series 2018A Warrant over another. The City hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the City from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the City and to pay Debt Service on the Series 2018A Warrants as the same shall become due and payable.

SECTION 5.2 Provision for Payment of Series 2018A Warrants

(a) If Debt Service on the Series 2018A Warrants is paid in accordance with the terms of the Series 2018A Warrants and this ordinance, then all covenants, agreements and other obligations of the City to the Holders of the Series 2018A Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay to the City any surplus remaining in the Debt Service Fund.

(b) Series 2018A Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if the Paying Agent is provided with the following:

(1) a trust agreement between the City and any bank or other financial institution having corporate trust powers making provision for the retirement of such Series 2018A Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2018A Warrants (including payment of the interest that will accrue thereon until and on the date they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Series 2018A Warrants or (ii) both cash and such Federal Securities (or a combination thereof) which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust to be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975;

(2) a certified copy of a duly adopted resolution or ordinance of the governing body of the City calling for redemption those of such Series 2018A Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(3) evidence satisfactory to the Paying Agent that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (1) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2018A Warrants; and

(4) a Favorable Tax Opinion.

(c) Any trust established pursuant to this section may provide for payment of less than all Series 2018A Warrants Outstanding or less than all Series 2018A Warrants of any remaining maturity.

(d) If any trust provides for payment of less than all Series 2018A Warrants with the same maturity, the Series 2018A Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Series 2018A Warrants of such maturity of a denomination larger than

the smallest authorized denomination. Such selection shall be made within 7 days after such trust is established. This selection process shall be in lieu of the selection process provided for in Section 4.3 if and to the extent that Series 2018A Warrants payable from such trust are to be redeemed prior to maturity. After such selection is made, the Series 2018A Warrants that are to be paid from such trust (including the Series 2018A Warrants issued in exchange for such Series 2018A Warrants pursuant to the transfer or exchange provisions of this ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2018A Warrants (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2018A Warrants to the Paying Agent in exchange for the Series 2018A Warrants with the appropriate designation. The selection of the Series 2018A Warrants for payment from such trust pursuant to this section shall be conclusive and binding on the Holders, the City and the Paying Agent.

SECTION 5.3 Officers, Etc. Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this ordinance, or of any Series 2018A Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer or member of the governing body of the City, or of any successor, either directly or through the City, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this ordinance and the Series 2018A Warrants issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any officer or member of the governing body of the City or any successor, or any of them, because of the issuance of the Series 2018A Warrants, or under or by reason of the covenants or agreements contained in this ordinance or in any Series 2018A Warrants or implied therefrom.

ARTICLE 6

The Debt Service Fund

SECTION 6.1 The Debt Service Fund

(a) There is hereby established a special fund with the Paying Agent entitled “General Obligation Refunding Warrants, Series 2018A Debt Service Fund” (herein called the “**Debt Service Fund**”). Money in the Debt Service Fund shall be used solely for the payment of Debt Service on the Series 2018A Warrants as the same shall become due and payable.

(b) On or before the 15th day of each February and August, beginning February 15, 2019, the City will deposit into the Debt Service Fund an amount equal to Debt Service payable on the Series 2018A Warrants on the next succeeding Warrant Payment Date. If on any Warrant Payment Date the balance in the Debt Service Fund is insufficient to pay the Debt Service on the Series 2018A Warrants due and payable on such date, the City shall forthwith pay any such deficiency into the Debt Service Fund.

SECTION 6.2 Transfer of Funds

The Executive Director of Finance for the City shall collect taxes, revenues and other general funds of the City available for the payment of Debt Service on the Series 2018A Warrants and shall deposit the same in the Debt Service Fund in the amounts and at the times required by Section 6.1.

SECTION 6.3 Security for Debt Service Fund

Any money on deposit in the Debt Service Fund or otherwise held by the Paying Agent pursuant to this ordinance shall be impressed with a trust for the purpose for which the Debt Service Fund is created and shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the City and the Holders of the Series 2018A Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and Federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 6.4 Investment of Debt Service Fund

(a) The Paying Agent shall invest or reinvest any money on deposit in the Debt Service Fund not then needed for the payment of Debt Service on the Series 2018A Warrants in Qualified Investments upon receipt of written direction from the City. All such investments must mature or be subject to redemption at the option of the Holder on or prior to the respective date or dates when cash funds will be required for purposes of the Debt Service Fund. Any investment made with money on deposit in the Debt Service Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Debt Service Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Debt Service Fund and shall be credited to the deposits required by Section 6.1. Any losses resulting from liquidation of investments shall be charged to the Debt Service Fund and shall be added to the next ensuing deposit specified in Section 6.1. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Debt Service Fund is insufficient to pay Debt Service on the Series 2018A Warrants when due.

(c) Any investment of money in the Debt Service Fund may be made by the Paying Agent through its own bond department or investment department, and any certificates of deposit issued by the Paying Agent shall be deemed investments rather than deposits.

(d) Any cash balances remaining in the Debt Service Fund shall be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975.

ARTICLE 7

Sale and Delivery of Series 2018A Warrants

SECTION 7.1 Sale of Series 2018A Warrants

(a) The Series 2018A Warrants are hereby authorized to be sold to Raymond James & Associates, Inc., The Frazer Lanier Company Incorporated, Stifel, Nicolaus & Company, Incorporated, Harbor Financial Services, LLC, and Securities Capital Corporation (the “**Underwriters**”) on the terms and conditions set forth in the Definitive Terms Certificate and the Purchase Agreement.

(b) The Underwriters shall be under no duty to inquire as to the application of the proceeds of the Series 2018A Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this ordinance.

SECTION 7.2 Official Statement, Purchase Agreement, Continuing Disclosure Agreement and Other Documents

(a) The governing body of the City does hereby authorize the Mayor and the Executive Director of Finance of the City, acting with the advice and recommendation of the employees of and advisors to the City, to prepare the Purchase Agreement, the Continuing Disclosure Agreement, and the Escrow Agreement, and the Purchase Agreement, the Continuing Disclosure Agreement, and the Escrow Agreement shall be in such form as the Mayor of the City, acting with the advice and recommendation of the employees of and advisors to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this ordinance, the determination of the definitive form of the Purchase Agreement, the Continuing Disclosure Agreement, and the Escrow Agreement by the Mayor of the City to be conclusively established by his execution of the same. Further, the governing body of the City does hereby authorize the Mayor and the Executive Director of Finance of the City, acting with the advice and recommendation of the employees of and advisors to the City, to prepare the Preliminary Official Statement, and the governing body of the City does hereby approve, authorize, ratify and confirm the distribution, on or after the date hereof, of the Preliminary Official Statement to prospective purchasers of the Series 2018A Warrants. The Preliminary Official Statement shall be in substantially the form presented at the meeting at which this Ordinance is adopted, with such additions (including, without limitation, addition of the appendices thereto) and revisions as the Mayor and Executive Director of Finance of the City shall approve. The Mayor and the Executive Director of Finance of the City are hereby authorized and directed to complete the Preliminary Official Statement (such Preliminary Official Statement as completed being herein referred to as the “**Official Statement**”) with (i) information relating to the terms of sale of and interest rates on the Series 2018A Warrants as herein provided and as provided in the Definitive Terms Certificate, (ii) such information regarding reoffering prices or yields on the Series 2018A Warrants as shall be provided by the purchaser of the Series 2018A Warrants and (iii) such changes or additions thereto or deletions therefrom as the executing officers shall approve and shall be acceptable to the purchaser of the Series 2018A Warrants. The Mayor and the Executive Director of Finance of the City are hereby authorized and directed to date the Official Statement as of an appropriate date and to deliver the Official Statement in the name and on behalf of the City.

(b) The Series 2018A Warrants shall be sold pursuant to the Purchase Agreement. In order to provide for the sale of the Series 2018A Warrants, the Mayor of the City is hereby authorized and directed to execute and deliver the Purchase Agreement for and in the name and behalf of the City. The Purchase Agreement shall be in such form as the Mayor of the City, acting with the advice and recommendation of the employees of and advisors to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this ordinance, the determination of the

definitive form of the Purchase Agreement by the Mayor of the City to be conclusively established by his execution of the same. Notwithstanding the foregoing provisions of this paragraph, the Mayor of the City shall not execute and deliver the Purchase Agreement unless (1) the principal amount of the Series 2018A Warrants does not exceed \$30,000,000; (2) the final maturity date for the Series 2018A Warrants is not later than the final maturity date for the Refunded Warrants; (3) the interest rate for any maturity of the Series 2018A Warrants does not exceed 5%; (4) the weighted average maturity of the Series 2018A Warrants does not exceed eight (8) years; (5) the period of time between the date of the Series 2018A Warrants and the first date on which the Series 2018A Warrants are subject to optional redemption is no longer than ten (10) years, and the premium payable on the Series 2018A Warrants in connection with any such optional redemption does not exceed 1%; (6) the all-in total interest cost for the Series 2018A Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriters' discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2018A Warrants, and any other costs of issuance paid from proceeds of the Series 2018A Warrants) is not greater than 4%; (7) the underwriters' discount reflected in the Purchase Agreement does not exceed \$3 per thousand dollars of the principal amount of the Series 2018A Warrants; and (8) the net present value savings (as a percentage of the Refunded Warrants) achieved by refunding the Refunded Warrants is not less than 3.5%. The Mayor's execution and delivery of the Purchase Agreement and the Definitive Terms Certificate shall constitute his approval of the final pricing terms of the Series 2018A Warrants.

(c) The Mayor or the Executive Director of Finance of the City and any person or persons designated and authorized by either of such officers to act in the name and on behalf of the City, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, amendments, further assurances or other instruments or communications, under the seal of the City or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this ordinance and to demonstrate the validity of the Series 2018A Warrants, the absence of any pending or threatened litigation with respect to the Series 2018A Warrants and the transactions contemplated by this ordinance, and the exemption of interest on the Series 2018A Warrants from Federal and State of Alabama income taxation.

(d) Each act of any officer or officers of the City or any person or persons designated and authorized to act by any officer of the City, which act would have been authorized by the foregoing provisions of this ordinance except that such action was taken prior to the adoption of this ordinance, is hereby ratified, confirmed, approved and adopted.

SECTION 7.3 Application of Proceeds

The proceeds from the sale of the Series 2018A Warrants shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the purposes and in the order set forth in the Definitive Terms Certificate.

SECTION 7.4 Redemption of Certain Series 2009A Warrants and Series 2009B Warrants

The City hereby exercises its option to call the Series 2009A Warrants and the Series 2009B Warrants, or certain of the maturities of such Series 2009A Warrants and/or Series 2009B Warrants, for redemption and payment in advance of their respective maturities. Those Series 2009A Warrants and Series 2009B Warrants to be called for redemption in connection with the refunding of all or a portion

of the Series 2009A Warrants and Series 2009B Warrants shall be set forth in the Definitive Terms Certificate.

ARTICLE 8

Miscellaneous

SECTION 8.1 Agreement to Pay Attorneys' Fees

If the City should default under any of the provisions of this ordinance and the Holder of any Series 2018A Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the City herein contained, the City will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 8.2 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this ordinance constitute a contract between the City and the Holders of the Series 2018A Warrants and shall remain in effect until the Debt Service on the Series 2018A Warrants shall have been paid in full or provision for such payment has been made in accordance with Section 5.2.

SECTION 8.3 Separability Clause

If any provision in this ordinance or in the Series 2018A Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.4 Governing Law

This ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 8.5 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this ordinance to the time of day shall mean (a) if the Book-Entry Only System is in effect, the time of day in the city where DTC maintains its place of business for the performance of its obligations under the Book-Entry Only System or (b) if the Book-Entry Only System is no longer in effect, the time of day in the city where the Paying Agent maintains its place of business for the performance of its obligations under this ordinance.

SECTION 8.6 Notices to Holders of the Series 2018A Warrants; Waiver

(a) Where this ordinance provides for notice to any Holder of a Series 2018A Warrant of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Holders of the Series 2018A Warrants is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular

Holder shall affect the sufficiency of such notice with respect to other Holders of the Series 2018A Warrants. Where this ordinance provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of the Series 2018A Warrants shall be filed with the City and the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 8.7 Tax Certificate and Agreement

The City agrees that it will comply with the covenants and agreements to be made by it in the Tax Certificate and Agreement, to be executed and delivered in conjunction with the delivery of the Series 2018A Warrants.

SECTION 8.8 Amendment of Description of Uses of Series 2018A Warrant Proceeds

The City may amend or change the description of the uses of Series 2018A Warrant proceeds contained in this ordinance, provided that: (1) the governing body of the City adopts a resolution or ordinance setting forth such amendment or change, (2) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law, (3) such amendment or change will not cause the amount of the Series 2018A Warrants chargeable against the City's constitutional limitation on indebtedness to increase, and (4) such amendment or change would not cause interest on the Series 2018A Warrants to become Taxable.

SECTION 8.9 Inspection of Records

The City will at any and all times, upon the request of the Paying Agent, afford and procure a reasonable opportunity for the Paying Agent by its representatives to inspect any books, records, reports and other papers of the City relating to the performance by the City of its covenants in this ordinance, and the City will furnish to the Paying Agent any and all information as the Paying Agent may reasonably request with respect to the performance by the City of its covenants in this ordinance.

SECTION 8.10 Amendments to Ordinance Not to Affect Tax Exemption

No amendment may be made to this ordinance or the Series 2018A Warrants unless the Paying Agent receives a Favorable Tax Opinion.

SECTION 8.11 Repeal of Conflicting Provisions

All resolutions, ordinances and orders or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 8.12 Effect of Headings and Table of Contents

The article and section headings herein and in the table of contents are for convenience only and shall not affect the construction hereof.

SECTION 8.13 Remedies

In the event that the City should default in the payment of the principal of or interest on the Series 2018A Warrants, or should fail to comply with any of the other covenants and agreements contained in this ordinance, the Holders of the Series 2018A Warrants shall be entitled to exercise all available remedies under the laws of the State of Alabama, whether in law or at equity.

ADOPTED this ____ day of November, 2018.

Its City Clerk

EXHIBIT 3.2(h)

Form of Definitive Terms Certificate

The undersigned, being the duly appointed Mayor of City of Mobile, a municipal corporation organized under the laws of the State of Alabama (the "City"), does hereby certify as follows:

1. This certificate is being delivered in connection with the issuance by the City of its \$ _____ General Obligation Refunding Warrants, Series 2018A (the "Series 2018A Warrants") under and pursuant to an ordinance duly adopted by the governing body of the City on _____, 2018 (the "Warrant Ordinance"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

2. Section 7.2(b) of the Warrant Ordinance sets forth the parameters for the amount and terms of the Series 2018A Warrants. Section 3.2(h) of the Warrant Ordinance authorizes and directs the undersigned officer of the City to execute and deliver in the name and on behalf of the City a certificate that establishes, within the parameters set forth in Section 7.2(b) of the Warrant Ordinance, the definitive amount and terms of the Series 2018A Warrants (the "Definitive Terms Certificate"). This certificate constitutes the Definitive Terms Certificate contemplated by the Warrant Ordinance.

3. Pursuant to the authority granted by the City set forth in Section 3.2(h) of the Warrant Ordinance, the undersigned officer hereby establishes the following definitive amount and terms of the Series 2018A Warrants:

(a) The aggregate principal amount of the Series 2018A Warrants which may be authenticated and delivered and Outstanding is limited to \$_____.

(b) The Series 2018A Warrants shall be dated _____ and shall mature on February 15 in the years _____ through _____ (each such maturity date being herein called a "Principal Payment Date"). [All Series 2018A Warrants with the same maturity shall bear interest at the same rate.] The principal amount and applicable interest rate of Series 2018A Warrants maturing on each Principal Payment Date (subject to adjustment as provided above) is as follows:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
-----------------------------	--------------------------------------	-------------------------------------

(c) The Series 2018A Warrants are subject to redemption prior to maturity as set forth on Annex 1 hereto.

4. The undersigned officer of the City hereby certifies that the definitive amount and terms of the Series 2018A Warrants set forth above are in conformity with the parameters set forth in the Warrant Ordinance and in support thereof hereby certifies that: (a) the principal amount of the Series

2018A Warrants is \$_____; (b) the final maturity date for the Series 2018A Warrants is ____; (c) the interest rate for any maturity of the Series 2018A Warrants does not exceed ____%; (d) the weighted average maturity of the Series 2018A Warrants is ____ years; (e) the period of time between the date of the Series 2018A Warrants and the first date on which the Series 2018A Warrants are subject to optional redemption is ____, which is less than ten years from the date of issuance, and the premium payable on the Series 2018A Warrants in connection with any such optional redemption is ____%; (f) the all-in total interest cost for the Series 2018A Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriters' discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2018A Warrants, and any other costs of issuance paid from proceeds of the Series 2018A Warrants) is ____%; (g) the purchase price of the Series 2018A Warrants is not less than ____% or more than ____% of the par amount thereof; (h) the underwriters' discount reflected in the Purchase Agreement is \$____ per thousand dollars of the principal amount of the Series 2018A Warrants; and (i) the net present value savings (as a percentage of the Refunded Warrants) achieved by refunding the Refunded Warrants is not less than ____%.

5. The proceeds from the sale of the Series 2018A Warrants shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the following purposes and in the following order:

- (a) the sum of \$_____ will be deposited in the Escrow Fund to be used in accordance with the Escrow Agreement;
- (b) the issuance expenses specified on the closing statement executed and delivered by an Authorized City Representative at closing shall be paid as provided in such closing statement; and
- (c) the balance of the proceeds of the Series 2018A Warrants will be deposited in a separate account held by the Paying Agent (the "Costs of Issuance Fund") and will be applied to the payment of issuance expenses in connection with the Series 2018A Warrants that are not paid pursuant to paragraph (b) above. Each request for payment of issuance expenses shall be accompanied by an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payments for the issuance expenses) showing that the amount requested to be paid is or was due and payable for the purpose requested. After an Authorized City Representative has certified to the Paying Agent that all issuance expenses have been paid, the Paying Agent shall transfer any remaining funds in the Costs of Issuance Fund to the Debt Service Fund for payment of Debt Service on the next ensuing Interest Payment Date.

6. As described in Section 5, out of the proceeds from the sale of the Series 2018A Warrants, the City will cause the Paying Agent to make a wire transfer to the Escrow Trustee in the amount of \$____ to be deposited into the Escrow Fund to be used in accordance with the Escrow Agreement. Additionally, contemporaneously with the issuance of the Series 2018A Warrants, the City will cause the Escrow Trustee to make intrabank transfers in the amount of \$_____ from the debt service fund created with respect to the Series 2009A Warrants and in the amount of \$_____ from the debt service fund created with respect to the Series 2009B Warrants to the Escrow Fund to be used in accordance with the Escrow Agreement. A total of \$_____ will be deposited or transferred into the Escrow Fund to be used in accordance with the Escrow Agreement.

7. (a) The Series 2009A Warrants maturing on February 15, _____ and thereafter are called for redemption on _____. It is hereby directed that the Executive Director of Finance of the City take all action necessary to effect such redemption. The City is not in default with respect to the

payment of the principal of or interest on the Series 2009A Warrants or any other warrants of such series designation.

(b) The Series 2009B Warrants maturing on February 15, ____ and thereafter are called for redemption on _____. It is hereby directed that the Executive Director of Finance of the City take all action necessary to effect such redemption. The City is not in default with respect to the payment of the principal of or interest on the Series 2008B Warrants or any other warrants of such series designation.

8. The undersigned officer of the City holds such position as of the date hereof.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the City by the undersigned officer.

Dated: _____.

Name:
Title:

[S E A L]

Annex 1

Provisions Relating to Redemption Prior to Maturity

(a) **Optional Redemption.** Series 2018A Warrants maturing on _____, 20 or thereafter, or any smaller principal amount of such Series 2018A Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on _____, 20 or any date thereafter [at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date.] [at the applicable redemption price (expressed as a percentage of principal amount redeemed) set forth in the table below plus accrued interest thereon to the redemption date:]

Redemption Date(s)

Redemption Price

(b) **Mandatory Redemption of Term Warrants.** The Series 2018A Warrants maturing on _____ (the "Term Warrants") are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed plus accrued interest thereon to the redemption date, on February 15 in the years and amounts (after credits as provided below) as follows:

Year

Amount

\$_____ of the Term Warrants
will be retired at maturity

Not less than 45 or more than 60 days prior to each such scheduled mandatory redemption date with respect to Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such scheduled mandatory redemption date. In connection with any such redemption prior to maturity, the Paying Agent shall make appropriate entries in the Warrant Register to reflect a portion of any Term Warrant so redeemed and the amount of the principal remaining Outstanding. The Paying Agent's notation in the Warrant Register shall be conclusive as to the principal amount of any Outstanding Term Warrant at any time. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of Term Warrants previously redeemed (other than Term Warrants redeemed pursuant to this paragraph) and not previously claimed as a credit; and (iii) the principal amount of Term Warrants otherwise deemed paid in full and not previously claimed as a credit.

EXHIBIT 3.3

Form of Warrants

NOTICE: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to City of Mobile or its agent for registration of transfer, exchange, or payment, and any warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

City of Mobile

General Obligation Refunding Warrant, Series 2018A

No. _____ \$ _____
Maturity Date: _____ Interest Rate: _____ CUSIP: _____

The **City of Mobile**, an Alabama municipal corporation (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ **DOLLARS**

and hereby directs its Executive Director of Finance to pay (but solely out of the Debt Service Fund referred to below) such principal sum to

or registered assigns, on the maturity date specified above and to pay (but solely out of such Debt Service Fund) interest hereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on February 15 and August 15 in each year, beginning February 15, 2019 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely out of such Debt Service Fund) on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable on any Interest Payment Date will, as provided in the Warrant Ordinance, be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 1st day (whether or not a Business Day) of the month of such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Series 2018A Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if

any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of Series 2018A Warrants in an aggregate principal amount of not less than \$100,000 may request that payment of Debt Service on such Series 2018A Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent, provided that such Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$_____ principal amount, entitled "General Obligation Refunding Warrants, Series 2018A" (the "Series 2018A Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

In accordance with the terms of the Warrant Ordinance, Regions Bank, an Alabama banking corporation, has been appointed to serve as "Paying Agent" with respect to the Series 2018A Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance.

The indebtedness evidenced by the Series 2018A Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Series 2018A Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Series 2018A Warrants (the "Debt Service Fund") that will be held by the Paying Agent. The City has obligated itself to pay or cause to be paid into the Debt Service Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Series 2018A Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Series 2018A Warrants are subject to redemption prior to maturity as follows:

*[Insert redemption
provisions from Section
3.2(g) and Definitive Terms
Certificate]*

[Except in the case of mandatory redemption of the Term Warrants,] if less than all Series 2018A Warrants Outstanding are to be redeemed, those maturities or portions thereof of the Series 2018A Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2018A Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2018A Warrants, and (ii) if less than all Series 2018A Warrants with the same stated maturity are to be redeemed, the Series 2018A Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

If less than all Series 2018A Warrants Outstanding with the same maturity are to be redeemed, the particular Series 2018A Warrants to be redeemed shall be selected not less than 30 nor more than 60 days prior to the redemption date (except as noted below) by the Paying Agent from the Outstanding Series 2018A Warrants of such maturity which have not previously been called for redemption.

If a trust is established for payment of less than all Series 2018A Warrants of the same maturity, the Series 2018A Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2018A Warrants (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2018A Warrants to the Paying Agent in exchange for Series 2018A Warrants with the appropriate designation.

Upon any partial redemption of any Series 2018A Warrant, the same shall, except as otherwise permitted by the Warrant Ordinance, be surrendered in exchange for one or more new Series 2018A Warrants of the same maturity and in authorized form for the unredeemed portion of principal. Series 2018A Warrants (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Warrant Ordinance shall thereupon cease to be entitled to the benefits of the Warrant Ordinance and shall cease to bear interest from and after the date fixed for redemption.

As provided in the Warrant Ordinance and subject to certain limitations therein set forth, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Series 2018A Warrants of authorized denominations and of the same maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Series 2018A Warrants are issuable as fully registered, book-entry only warrants in the denomination of \$5,000 each or any integral multiple thereof. The Series 2018A Warrants are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Series 2018A Warrants are exchangeable for a like aggregate principal amount of Series 2018A Warrants, of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

For so long as the Series 2018A Warrants are registered in the name of DTC or its nominee, the Paying Agent shall transfer and exchange Series 2018A Warrants only on behalf of DTC or its nominee, in accordance with the Warrant Ordinance. Neither the City nor the Paying Agent shall have any responsibility for transferring or exchanging any Beneficial Owner's (as defined in Blanket Letter of Representations between the City and DTC) interest in any Series 2018A Warrants.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Debt Service Fund in the manner provided by law; that all acts,

conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

It is hereby certified, recited and declared that unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its official seal.

Dated: _____, 20____.

City of Mobile

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

**Registration As Claim Against
Debt Service Fund**

I hereby certify that this warrant has been registered by me as a claim against the Debt Service Fund referred to in this warrant.

Executive Director of Finance

Certificate of Authentication

This warrant is one of the Series 2018A Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication: _____

REGIONS BANK, as Paying Agent

By: _____
Its Authorized Officer

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchange Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

NEW ISSUE – BOOK-ENTRY ONLY

**RATINGS: S&P _____
Moody's _____
(See "RATINGS" herein.)**

In the opinion of Bond Counsel, assuming continuing compliance by the City with certain conditions imposed by the Internal Revenue Code of 1986, referred to herein under "Tax Matters," the interest income on the Series 201A Warrants (i) will be excludable from gross income of the recipients thereof for federal income tax purposes, and (ii) will not be an item of tax preference for purposes of the alternative minimum tax on individuals and corporations. However, see "Tax Matters" herein for certain other federal tax consequences to the recipients of the interest income on the Series 2018A Warrants. Bond Counsel is of the further opinion that the interest income on the Series 2018A Warrants is, under existing statutes and regulations, exempt from Alabama income taxation.

\$26,635,000*
CITY OF MOBILE
General Obligation Warrants, Series 2018A

Dated: Date of delivery

**Due: February 15, as shown on the
inside cover page**

The Series 2018A Warrants are issuable as fully registered warrants and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, as described more particularly herein. Interest will be payable on the Series 2018A Warrants each February 15 and August 15, beginning February 15, 2019.

The Series 2018A Warrants will constitute general obligations of the City for the payment of which its full faith and credit are irrevocably pledged.

The Series 2018A Warrants will be subject to redemption prior to their respective maturities as described herein.

For a description of certain risk factors and other considerations involved in an investment in the Series 2018A Warrants, see "RISK FACTORS" and "DISCLAIMERS AND OTHER MISCELLANEOUS MATTERS".

**FOR MATURITIES, AMOUNTS, RATES, PRICES, YIELDS, AND CUSIP NUMBERS,
SEE INSIDE COVER.**

The Series 2018A Warrants are offered when, as and if issued by the City of Mobile, Alabama, at the offering prices set forth on the inside front cover, subject to the approval of the validity thereof by Hand Arendall Harrison Sale LLC, Mobile, Alabama, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Burr & Forman LLP, Mobile, Alabama. It is expected that the Series 2018A Warrants in definitive form will be available for delivery through DTC in New York, New York on or about _____, 2018.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

RAYMOND JAMES

STIFEL

HARBOR FINANCIAL

SECURITIES CAPITAL CORPORATION

**THE FRAZER LANIER COMPANY
INCORPORATED**

Date: _____

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. The Series 2018A Warrants may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell the solicitation of an offer to buy, nor shall there be any sale of the Series 2018A Warrants in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$26,635,000*
CITY OF MOBILE
General Obligation Warrants, Series 2018A

MATURITIES, AMOUNTS, RATES, PRICES, YIELDS, AND CUSIP NUMBERS

Maturity	Principal Amount	Interest Rate	Price	Yield	CUSIP**
-----------------	-----------------------------	--------------------------	--------------	--------------	----------------

\$ _____ % Term Warrants maturing on _____ 1, _____ (Price: _____/Yield: _____),
CUSIP No. _____

(accrued interest to be added)

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* Preliminary; subject to change.

CITY OF MOBILE

MAYOR

William S. (Sandy) Stimpson

CITY COUNCIL

Fredrick D. Richardson, Jr., Councilmember, Dist. 1

Levon C. Manzie, Councilmember, Dist. 2

C.J. Small, Councilmember, Dist. 3

John C. Williams, Councilmember, Dist. 4

Joel Daves, Councilmember, Dist. 5

Bess Rich, Councilmember, Dist. 6

Gina Gregory, Councilmember, Dist. 7

ADMINISTRATIVE

Paul C. Wesch, Executive Director of Finance

Patricia A. Aldrich, Comptroller

Lisa C. Lambert, City Clerk

COUNSEL FOR THE CITY

Burr & Forman LLP

Mobile, Alabama

BOND COUNSEL

Hand Arendall Harrison Sale LLC

Mobile, Alabama

AUDITORS

Smith, Dukes & Buckalew LLP

Mobile, Alabama

FINANCIAL ADVISOR

PFM Financial Advisors LLC

Huntsville, Alabama

In connection with the sale of the Series 2018A Warrants herein described, no person has been authorized to give any information or to make any representation not contained in this Official Statement and, if given or made, such information or representation must not be relied upon as having been authorized by the City of Mobile, Alabama. The information in this Official Statement has been obtained from the City and other sources which are considered dependable and which are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of such Series 2018A Warrants, nor shall there be any sale of such Series 2018A Warrants by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Series 2018A Warrants shall under any circumstances create any implication that there has been no change in the affairs of the City of Mobile, Alabama, since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2018A WARRANTS, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2018A WARRANTS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

**Regarding
\$26,635,000***
GENERAL OBLIGATION WARRANTS, SERIES 2018A
of the
CITY OF MOBILE

INTRODUCTION

General

This Official Statement is furnished in connection with the issuance of the Series 2018A Warrants referred to above (the “Series 2018A Warrants”) by the City of Mobile (the “City”).

The City is a municipal corporation organized under the laws of the State of Alabama. The Series 2018A Warrants will be issued pursuant to the Constitution and laws of the State of Alabama and an ordinance adopted by the governing body of the City (the “City Council”) on _____ (the “Warrant Ordinance”). The Warrant Ordinance will constitute a contract with the holders of the Series 2018A Warrants.

The Series 2018A Warrants will constitute general obligations of the City for the payment of which its full faith and credit are irrevocably pledged. See “SECURITY AND SOURCE OF PAYMENT”.

For information regarding the tax treatment of the Series 2018A Warrants, see “TAX MATTERS”.

The Series 2018A Warrants are being issued for the purpose of (i) refunding certain outstanding debt of the City and (ii) paying the costs of issuing the Series 2018A Warrants. See “THE PLAN OF FINANCING”.

The Series 2018A Warrants are subject to optional and mandatory redemption at the times and under the circumstances set forth herein. See “DESCRIPTION OF THE SERIES 2018A WARRANTS - Redemption Prior to Maturity”. The Series 2018A Warrants are being offered in the denomination of \$5,000 or any multiple thereof and may be transferred and exchanged subject to certain terms and conditions set forth herein. See “DESCRIPTION OF THE SERIES 2018A WARRANTS”.

For a description of certain risk factors and other considerations involved in an investment in the Series 2018A Warrants, see “RISK FACTORS” and “DISCLAIMERS AND OTHER MISCELLANEOUS MATTERS”.

The City has covenanted to undertake certain continuing disclosure pursuant to Rule 15c2-12 of the Securities and Exchange Commission. See “CONTINUING DISCLOSURE”.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This introduction contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

* Preliminary; subject to change.

Changes to the Preliminary Official Statement

This Preliminary Official Statement and the information herein are subject to change, completion, and amendment. A final, definitive Official Statement will be made available prior to the delivery of the Series 2018A Warrants.

For purposes of this Preliminary Official Statement, selling compensation, delivery dates, and certain other information dependent on pricing of the Series 2018A Warrants have been omitted. Further, for purposes of this Preliminary Official Statement, offering prices, interest rates, aggregate principal amount, principal amount per maturity, and certain other information dependent on pricing of the Series 2018A Warrants have been estimated. Actual information dependent on pricing will be established after pricing of the Series 2018A Warrants and will be reflected in the final Official Statement. Such actual information will vary from the estimates.

Investors should check under the heading “INTRODUCTION—Changes to the Preliminary Official Statement” in the final Official Statement for guidance regarding information dependent on pricing of the Series 2018A Warrants and for guidance regarding other information that is changed between the date of this Preliminary Official Statement and the date of the final Official Statement.

GLOSSARY OF TERMS USED IN OFFICIAL STATEMENT

Certain capitalized terms used frequently in this Official Statement are defined in this section of the Official Statement.

“**City**” means the City of Mobile, a municipal corporation under the laws of the State of Alabama.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Paying Agent**” means Regions Bank, Birmingham, Alabama, which is the paying agent and registrar for the Series 2018A Warrants.

“**Refunded Warrants**” means those warrants described under “THE PLAN OF FINANCING”.

“**Series 2018A Warrants**” or “**Warrants**” means the City’s \$26,635,000* General Obligation Warrants, Series 2018A, which are being offered by this Official Statement.

“**Warrant Ordinance**” means the ordinance adopted by the governing body of the City authorizing the issuance of the Series 2018A Warrants.

DESCRIPTION OF THE SERIES 2018A WARRANTS

General Provisions

The Series 2018A Warrants will be fully registered warrants in the denomination of \$5,000 or any multiple thereof, will be dated the date of their delivery, and will be numbered separately from 1 upward.

* Preliminary; subject to change.

The Series 2018A Warrants will mature annually on February 15 in the amounts and years set forth on the inside cover page hereof. The Series 2018A Warrants will bear interest at the applicable per annum rates set forth on the inside cover page hereof. All Series 2018A Warrants with the same maturity will bear interest at the same rate. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on the Series 2018A Warrants will be payable on each February 15 and August 15, beginning February 15, 2019.

Method and Place of Payment

The Series 2018A Warrants will be issued in book-entry only form, as described below under “Book-Entry Only System”, and the method and place of payment will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the book-entry only system for the Series 2018A Warrants is discontinued.

Payment of interest due on each interest payment date will be made by check or draft mailed on such interest payment date to the persons who were registered holders of the Series 2018A Warrants on the regular record date for such interest payment date, which will be the 1st day of the month of such interest payment date. Payment of the principal of (and premium, if any, on) the Series 2018A Warrants and payment of accrued interest due upon redemption on any date other than an interest payment date will be made only upon surrender of the Series 2018A Warrants at the principal office of the Paying Agent (Regions Bank) in Birmingham, Alabama.

The holder of Series 2018A Warrants in an aggregate principal amount of \$100,000 or more may, upon the terms and conditions of the Warrant Ordinance, request payment of debt service by wire transfer to an account of such holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent.

Redemption Prior to Maturity

Optional Redemption. Series 2018A Warrants maturing on February 15, ____ or thereafter, or any smaller principal amount of such Series 2018A Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on _____ 1, ____ or any date thereafter at the applicable redemption price (expressed as a percentage of principal amount) set forth in the table below plus accrued interest thereon to the redemption date:

Redemption Date	Redemption Price
------------------------	-------------------------

Mandatory Redemption of Term Warrants. The Series 2018A Warrants maturing on February 15, ____ (the “Term Warrants”) are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed plus accrued interest thereon to the redemption date, on _____ 1 in years and principal amounts (after credits as provided below) as follows:

Year	Amount
-------------	---------------

\$ _____ of the Term Warrants will be
retired at maturity

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of Term Warrants previously redeemed (other than Term Warrants redeemed pursuant to this paragraph) and not previously claimed as a credit; and (iii) the principal amount of Term Warrants otherwise deemed paid in full and not previously claimed as a credit.

Other Matters Related to Redemption Prior to Maturity. Except in the case of mandatory redemption of Term Warrants, if less than all Series 2018A Warrants outstanding are to be redeemed, the particular Series 2018A Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2018A Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2018A Warrants, and (ii) if less than all Series 2018A Warrants with the same stated maturity are to be redeemed, the Series 2018A Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

Any redemption will be made upon at least 30 days' notice by first-class mail to the holders of Series 2018A Warrants to be redeemed. A notice of optional redemption may state that the redemption of Series 2018A Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the City shall not be required to redeem Series 2018A Warrants (or portions thereof) identified in such notice.

If a trust is established for payment of less than all Series 2018A Warrants of a particular maturity, the Series 2018A Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify holders whose Series 2018A Warrants (or portions thereof) have been selected for payment from such trust and shall direct such holders to surrender their Series 2018A Warrants to the Paying Agent in exchange for Series 2018A Warrants with the appropriate designation.

Upon any partial redemption of a Series 2018A Warrant, such Series 2018A Warrant shall be surrendered to the Paying Agent in exchange for one or more new Series 2018A Warrants in authorized form for the unredeemed portion of principal.

Any Series 2018A Warrant (or portion thereof) which is to be redeemed must be surrendered to the Paying Agent for payment of the redemption price. Series 2018A Warrants (or portions thereof) duly

called for redemption will cease to bear interest after the redemption date, unless the City defaults in payment of the redemption price.

Registration and Exchange

The Series 2018A Warrants will be issued in book-entry only form, as described below under “Book-Entry Only System”, and the method for registration and exchange of the Series 2018A Warrants will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the book-entry only system for the Series 2018A Warrants is discontinued.

The Series 2018A Warrants are transferable only on the warrant register maintained at the principal office of the Paying Agent. Upon surrender of a Series 2018A Warrant to be transferred, properly endorsed, a new Series 2018A Warrant will be issued to the designated transferee.

The Series 2018A Warrants will be issued in denominations of \$5,000 or any multiple thereof and, subject to the provisions of the Warrant Ordinance, may be exchanged for a like aggregate principal amount of Series 2018A Warrants, of any authorized denominations and of the same maturity, as requested by the holder surrendering the same.

No service charge shall be made for any transfer or exchange, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Provision for Payment

The Series 2018A Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid if the Paying Agent is provided with, among other things, (1) a trust agreement between the City and any bank or other financial institution having corporate trust powers making provision for the retirement of such Series 2018A Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2018A Warrants, which said trust fund shall consist of federal securities, cash, or both federal securities and cash and (2) evidence satisfactory to the Paying Agent that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the trust agreement are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2018A Warrants. At such time as the Series 2018A Warrants shall be deemed paid as aforesaid, they shall no longer be secured by or entitled to the benefits of the Warrant Ordinance, except for the purpose of any payment from such cash and/or federal securities deposited with the Paying Agent and for the purpose of transfer and exchange as provided in the Warrant Ordinance.

Book-Entry Only System

The Series 2018A Warrants are issuable as fully registered warrants and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, to which debt service payments on the Series 2018A Warrants will be made so long as Cede & Co. is the registered owner of the Series 2018A Warrants. Individual purchases of the Series 2018A Warrants will be made in book-entry only form, and individual purchasers (“Beneficial Owners”) of the Series 2018A Warrants will not receive physical delivery of bond certificates.

So long as DTC or its nominee is the registered owner of the Series 2018A Warrants, disbursement of debt service payments to DTC is the responsibility of the Paying Agent, disbursement of debt service payments to DTC Participants is the responsibility of DTC, and disbursement of debt service payments to the Beneficial Owner is the responsibility of DTC Participants or Indirect Participants as more fully described herein.

For more details on DTC and the book-entry only system, see Appendix C to this Official Statement.

Authority for Issuance

The Series 2018A Warrants are being issued by the City under the authority of the constitution and laws of the State of Alabama, including particularly Sections 11-47-2 and 11-81-4 of the Code of Alabama (1975).

SECURITY AND SOURCE OF PAYMENT

General

The Series 2018A Warrants will be general obligations of the City, for the payment of which the full faith and credit of the City will be irrevocably pledged. Revenues available to the City for payment of debt service on the Series 2018A Warrants include ad valorem taxes, sales and business license taxes and other general fund revenues. **None of such legally available revenues are, however, specially pledged for payment of debt service on the Series 2018A Warrants. Information describing certain taxes and other revenues of the City is set forth in the Official Statement under the caption “FINANCIAL SYSTEM - Description of Major Sources of General Fund Revenues”.**

Remedies

The Executive Director of Finance of the City is, under existing law, subject to mandamus in the event that he has money available for payment of debt service on the Series 2018A Warrants and does not apply such money as and to the extent provided in the Warrant Ordinance. Rights of the holders of the Series 2018A Warrants and the enforceability thereof may also be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases, including the law-imposed requirement that the City may first use its taxes and other revenues to pay the expenses of providing necessary governmental services before paying debt service on the Series 2018A Warrants.

The United States Bankruptcy Code

Chapter 9 of the United States Bankruptcy Code permits municipal corporations, political subdivisions and public agencies or instrumentalities, including the City, that are insolvent or unable to meet their debts to file petitions for relief in the federal bankruptcy courts if authorized by state law. While the matter is not entirely free from doubt, prospective purchasers of the Series 2018A Warrants should assume that existing Alabama statutes presently authorize the City and other political subdivisions in Alabama to file such petitions for relief.

Bankruptcy proceedings by the City could have adverse effects on holders of the Series 2018A Warrants, including (i) delay in the enforcement of their remedies, (ii) subordination of their claims to the claims of those supplying goods and services to the City after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (iii) imposition without their consent of a reorganization plan reducing or delaying payment on the Series 2018A Warrants. Such a reorganization plan, when confirmed by the bankruptcy court, binds all creditors who had timely notice or actual knowledge of the petition or plan and discharges all claims against the petitioning political subdivision provided for in the plan. No plan may, however, be confirmed by the court unless, among other conditions, either the plan has been accepted in writing by 2/3 in amount and more than 50% in number of the allowed claims of each class which is impaired by the plan, or the court finds that the plan

does not discriminate unfairly, and is fair and equitable, with respect to each class of claims that is impaired under, and has not accepted, the plan.

THE PLAN OF FINANCING

General

The Series 2018A Warrants are being issued for the purpose of (i) refunding certain outstanding debt of the City and (ii) paying the costs of issuing the Series 2018A Warrants. [Question/Note for the Working Group: We are showing below the refunding of the City's Tax-Exempt General Obligation Refunding Warrants, Series 2009A and Taxable General Obligation Build America Warrants, Series 2009B. Any other candidates for refunding (for example, the City's Taxable General Obligation Recovery Zone Economic Development Warrants, Series 2009C)?]

Refunding Plan for the Series 2009A Warrants

The City has heretofore issued its \$56,380,000 Tax-Exempt General Obligation Refunding Warrants, Series 2009A (the "Series 2009A Warrants"), which are outstanding in the aggregate principal amount of \$9,925,000. Series 2009A Warrants maturing in 2020, 2021, and 2022 (the "Refunded 2009A Warrants") will be refunded, on a current basis, with a portion of the proceeds of the Series 2018A Warrants. All other Series 2009A Warrants previously have matured or have been refunded.

In order to effect the refunding of the Refunded 2009A Warrants, the City and Regions Bank (the "Escrow Trustee") will enter into an escrow trust agreement (the "Escrow Agreement") simultaneously with the issuance of the Series 2018A Warrants. Pursuant to the Escrow Agreement, the City will establish an irrevocable trust fund for the benefit of the holders of the Refunded 2009A Warrants (the "Escrow Fund") and will deposit therein a portion of the proceeds of the Series 2018A Warrants. The amount so deposited in the Escrow Fund will be used to purchase certain United States government securities (the "Escrow Securities"). The cash flow from the Escrow Securities, without reinvestment, when added to any uninvested cash in the Escrow Fund, will be sufficient to pay the redemption price (principal, premium, and accrued interest) of Refunded 2009A Warrants maturing in 2020, 2021, and 2022, which will be called for redemption on February 15, 2019. After the Escrow Fund is established, the Refunded 2009A Warrants will no longer be considered outstanding.

Refunding Plan for the Series 2009B Warrants

The City has heretofore issued its \$16,765,000 Taxable General Obligation Build America Warrants, Series 2009B (the "Series 2009B Warrants"), which are outstanding in the aggregate principal amount of \$16,765,000. All Series 2009B Warrants (that is, Series 2009B Warrants maturing in 2030 and thereafter) (the "Refunded 2009B Warrants") will be refunded with a portion of the proceeds of the Series 2018A Warrants.

In order to effect the refunding of the Refunded 2009B Warrants, the City and the Escrow Trustee will enter into the Escrow Agreement simultaneously with the issuance of the Series 2018A Warrants. Pursuant to the Escrow Agreement, the City will establish an irrevocable trust fund for the benefit of the holders of the Refunded 2009B Warrants (the "Escrow Fund") and will deposit therein a portion of the proceeds of the Series 2018A Warrants. The amount so deposited in the Escrow Fund will be used to purchase certain United States government securities (the "Escrow Securities"). The cash flow from the Escrow Securities, without reinvestment, when added to any uninvested cash in the Escrow Fund, will be sufficient to pay the redemption price (principal, premium, and accrued interest) of Refunded 2009B Warrants maturing in 2030 and thereafter, which will be called for redemption on February 15, 2019.

After the Escrow Fund is established, the Refunded 2009B Warrants will no longer be considered outstanding.

SOURCES AND USES OF FUNDS

The expected sources and uses of funds for the plan of financing are as follows (rounded to the nearest whole dollar):

Sources of Funds

Principal amount of Series 2018A Warrants.....
(Less: original issue discount)

Total

Uses of Funds

Deposit to Escrow Fund.....
Expenses of issuance (including underwriters'
discount, legal, accounting and other
issuance expenses)

Total

DEBT SERVICE REQUIREMENTS

The following table contains debt service requirements on the Series 2018A Warrants:

Fiscal Year Ending September 30	Principal⁽¹⁾⁽²⁾	Interest⁽²⁾	Total
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⁽¹⁾ For purposes of this table the principal amount of Series 2018A Warrants to be retired in a fiscal year pursuant to mandatory redemption provisions is shown as maturing in that fiscal year.

⁽²⁾ For purposes of this Preliminary Official Statement, principal and interest requirements have been estimated based on an assumed principal amount and principal maturities as shown and certain assumed interest rates. Actual principal amounts and maturities and actual interest rates will be established after pricing of the Series 2018A Warrants and will be reflected in the final Official Statement. Actual debt service payments will vary from this estimate.

THE CITY

The City of Mobile is a municipal corporation organized under the laws of the State of Alabama. For Information on the City of Mobile, see “Appendix A—Information on the City of Mobile”.

LITIGATION RELATING TO THE SERIES 2018A WARRANTS

There is no litigation pending or, to the knowledge of the City, threatened questioning the validity of the Series 2018A Warrants, the proceedings under which they are to be issued, the security for the Series 2018A Warrants provided by the Warrant Ordinance, the consummation of the transactions contemplated by the Warrant Ordinance, the organization of the City, or the election or qualification of the City’s officers. For certain additional information concerning litigation relating to the City, see Appendix A.

RISK FACTORS

General

An investment in the Series 2018A Warrants involves certain risks which should be carefully considered by investors. The sufficiency of revenues to pay debt service on the Series 2018A Warrants may be affected by events and conditions relating to, among other things, population and employment trends and economic conditions in the City, the nature and extent of which are not presently determinable.

Prospective investors should carefully examine this Official Statement and their own financial condition in order to make a judgment as to their ability to bear the economic risk of such an investment and whether or not the Series 2018A Warrants are an appropriate investment for them.

The risk factors discussed herein should be considered in evaluating the City’s ability to make payments of the principal of and interest due on the Series 2018A Warrants. This discussion of risk

factors is not intended to be exhaustive and should be read in conjunction with all other parts of this Official Statement, including Appendix A hereto.

Limitations on Rights of Holders of the Series 2018A Warrants/Limitations on City Revenue Increases

Holders of the Series 2018A Warrants should be aware that their rights and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases, including the law-imposed requirement that the City may first use its taxes and other revenues to pay the expenses of providing necessary governmental services before paying debt service on the Series 2018A Warrants.

Holders of the Series 2018A Warrants also should be aware that, under present law, the rates at which Alabama property taxes are levied may be increased only after approval by the legislature and a majority vote of the qualified electors of the affected jurisdiction, and that, under applicable judicial precedents, neither Alabama general sales and use taxes nor Alabama business license taxes may be levied at rates that are confiscatory or unreasonable. Additional information on these limitations on the City's power to increase its revenues is set forth under the caption "SECURITY AND SOURCE OF PAYMENT" and in Appendix A of this Official Statement under the captions "FINANCIAL SYSTEM" and "AD VALOREM TAXATION".

The United States Bankruptcy Code

Information describing the applicability of the United States Bankruptcy Code to the City and the Series 2018A Warrants is set forth in this Official Statement under the caption "SECURITY AND SOURCE OF PAYMENT".

Hurricanes and Other Severe Weather

The Gulf Coast region is subject to occurrences of severe weather, including hurricanes, in which winds and tidal surges are powerful enough to cause severe destruction. The City, which is located in a coastal area, is particularly susceptible to such storms and their effects. While the City's property and equipment is insured against damage from such weather hazards in amounts the City's management believes to be reasonable, the City is not insured against risks like business interruption or loss of taxes and other revenues that could result from such weather hazards. There can be no assurance that the City has provided adequate financial reserve funds against such uninsured risks.

Tax-Exempt Status of Series 2018A Warrants

It is expected that the Series 2018A Warrants will qualify as tax-exempt obligations for federal income tax purposes as of the date of issuance. See "TAX MATTERS". It is anticipated that Bond Counsel will render an opinion substantially in the form attached hereto as Appendix D, which should be read in its entirety for a complete understanding of the scope of the opinions and the conclusions expressed therein. A legal opinion expresses the professional judgment of the attorney rendering the opinion as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The tax status of the Series 2018A Warrants could be affected by post-issuance events. There are various requirements of the Internal Revenue Code of 1986, as amended, that must be observed or satisfied after the issuance of the Series 2018A Warrants in order for the Series 2018A Warrants to

qualify for, and retain, tax-exempt status. These requirements include appropriate use of the proceeds of the Series 2018A Warrants, use of the facilities financed by the Series 2018A Warrants, investment of warrant proceeds, and the rebate of so-called excess arbitrage earnings. Compliance with these requirements is the responsibility of the City.

The Internal Revenue Service conducts an audit program to examine compliance with the requirements regarding tax-exempt status. Under current IRS procedures, in the initial stages of an audit with respect to the Series 2018A Warrants, the City would be treated as the taxpayer, and the owners of the Series 2018A Warrants may have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2018A Warrants could adversely affect the market value and liquidity of the Series 2018A Warrants, even though no final determination about the tax-exempt status has been made. If an audit results in a final determination that the Series 2018A Warrants do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2018A Warrants.

In addition to post-issuance compliance, a change in law after the date of issuance of the Series 2018A Warrants could affect the tax-exempt status of the Series 2018A Warrants or the effect of investing in the Series 2018A Warrants. For example, the United States Congress could eliminate or limit the exemption for interest on the Series 2018A Warrants, or it could reduce or eliminate the federal income tax, or it could adopt a so-called flat tax. It cannot be predicted whether or in what form any such change in law may be enacted or whether, if enacted, any such change in law would apply to the Series 2018A Warrants.

The Warrant Ordinance does not require the City to redeem the Series 2018A Warrants and does not provide for the payment of any additional interest or penalty if a determination is made that the Series 2018A Warrants do not comply with the existing requirements of the Internal Revenue Code of 1986, as amended, or if a subsequent change in law adversely affects the tax-exempt status of the Series 2018A Warrants or the effect of investing in the Series 2018A Warrants.

LEGAL MATTERS

The legality and validity of the Series 2018A Warrants will be approved by Bond Counsel, _____, _____, _____. Bond Counsel has been employed primarily for the purpose of preparing certain legal documents and supporting certificates, reviewing the transcript of proceedings by which the Series 2018A Warrants have been authorized to be issued, and rendering an opinion in conventional form as to the validity and legality of the Series 2018A Warrants and the exemption of interest thereon from federal and State of Alabama income taxes.

It is anticipated that Bond Counsel will render an opinion substantially in the form attached hereto as Appendix D. In connection with the rendering of such opinion, Bond Counsel is serving as counsel to the City. Certain legal matters will be passed upon for the City by its counsel, Burr & Forman LLP, Mobile, Alabama, and certain legal matters will be passed on for the Underwriters by their counsel, _____, _____, _____.

The various legal opinions to be delivered concurrently with the delivery of the Series 2018A Warrants express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

General

In the opinion of Bond Counsel, under the Internal Revenue Code of 1986 (the “**Code**”), as presently construed and administered, and assuming compliance by the City with the all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2018A Warrants in order that interest thereon be and remain excludable from gross income, the interest income on the Series 2018A Warrants will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103 of the Code and will not constitute an item of tax preference for the purpose of computing the liability of individuals and corporations for the alternative minimum tax imposed by Section 55 of the Code; provided, that it should be noted that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The City has covenanted to comply with all such requirements but failure to comply with certain of such requirements could cause the interest on the Series 2018A Warrants to be included in gross income, retroactive to the date of issuance of the Series 2018A Warrants. Bond Counsel will express no opinion with respect to the federal tax consequences to the recipients of the interest income on the Series 2018A Warrants under any provision of the Code not referred to above.

Bond Counsel’s opinion represents in legal judgment based upon its review of the Code, as presently construed and administered, and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. Existing law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that existing law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Series 2018A Warrants.

Prospective purchasers of the Series 2018A Warrants should be aware that ownership of the Series 2018A Warrants may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to a branch profits tax and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2018A Warrants. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Series 2018A Warrants should consult their tax advisors as to collateral federal income tax consequences.

Bond Counsel is also of the opinion that, under existing law, interest on the Series 2018A Warrants will be exempt from State of Alabama income taxation.

Risk of Future Legislative Changes and/or Court Decisions

The Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2018A Warrants. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2018A Warrants will not have an adverse effect on the tax status of interest on the Series 2018A Warrants or the market value or marketability of the Series 2018A Warrants. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or

reduction in the benefit) of the exclusion of interest on the Series 2018A Warrants from gross income for federal or state income tax purposes for all or certain taxpayers.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Original Issue Discount

[The initial public offering price to be paid for certain of the Series 2018A Warrants (the "**Original Issue Discount Warrants**") is less than the principal amount thereof. Under existing law, the difference between (i) the amount payable at the maturity of each Original Issue Discount Warrant, and (ii) the initial offering price to the public of such Original Issue Discount Warrant constitutes original issue discount with respect to such Original Issue Discount Warrant in the hands of any owner who has purchased such Original Issue Discount Warrant in the initial public offering of the Series 2018A Warrants. Such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Warrant equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Warrant continues to be owned by such owner.

In the event of the redemption, sale or other taxable disposition of any such Original Issue Discount Warrant prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Warrant in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Warrant was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Warrant is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the Series 2018A Warrants and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Warrant for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other taxable disposition thereof. The amount (if any) to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods (if any) multiplied by the yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Warrants.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Warrants which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Warrants should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Warrants and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Discount Warrants.]

Original Issue Premium

[The initial public offering price to be paid for certain of the Series 2018A Warrants (the "**Original Issue Premium Warrants**") is greater than the principal amount thereof. Under existing law, any owner who has purchased an Original Issue Premium Warrant in the initial public offering of the Series 2018A Warrants is required to reduce his basis in such Original Issue Premium Warrant by the

amount of premium allocable to periods during which he holds such Original Issue Premium Warrant, and the amount of premium allocable to each accrual period will be applied to reduce the amount of interest received by the owner during each such period. All owners of Original Issue Premium Warrants should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Premium Warrant and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Premium Warrant.]

NO BANK QUALIFICATION

The City will not designate the Series 2018A Warrants as “qualified tax-exempt obligations” under Section 265(b) of the Internal Revenue Code. As a result, the Series 2018A Warrants may not be treated by financial institutions as though they were acquired on August 7, 1986, and there may not be allowed to such financial institutions that purchase the Series 2018A Warrants a deduction of up to 80% of the interest paid to depositors that is allocable to the Series 2018A Warrants by such financial institutions.

UNDERWRITING

The Series 2018A Warrants are being purchased from the City by Raymond James & Associates, Inc., The Frazer Lanier Company Incorporated, Stifel, Nicolaus & Company, Incorporated, Harbor Financial Services, LLC, and Securities Capital Corporation (the “Underwriters”). The Underwriters have agreed to purchase the Series 2018A Warrants for an aggregate purchase price of \$_____ (which represents the face amount of the Series 2018A Warrants less underwriters’ discount of \$_____ and original issue discount of \$_____) plus accrued interest. The initial public offering price set forth on the inside cover page may be changed by the Underwriters, and the Underwriters may offer and sell the Series 2018A Warrants to certain dealers (including dealers depositing the Series 2018A Warrants into investment trusts) and others at prices lower than the offering price set forth on the inside cover page. The Underwriters will purchase all the Series 2018A Warrants if any are purchased.

CONTINUING DISCLOSURE

General

The City has covenanted for the benefit of the holders of the Series 2018A Warrants to provide the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (“EMMA”) with (i) certain financial information and operating data relating to the City on an annual basis (the “Annual Financial Information”) within 270 days after the end of its fiscal year and (ii) notices (“Material Event Notices”) of the occurrence of the following events in a timely manner not in excess of 10 business days after the occurrence of the event:

1. A delinquency in payment of principal of or interest on the Series 2018A Warrants.
2. Non-payment related defaults under the proceedings of the City authorizing the Series 2018A Warrants, whether or not such defaults constitute an event of default thereunder, if material.

3. Unscheduled draws on any debt service reserve fund reflecting financial difficulties of the City.

4. Unscheduled draws on any credit enhancement or liquidity facility with respect to the Series 2018A Warrants reflecting financial difficulties of the City.

5. Substitution of a credit enhancer for the one originally described in the Official Statement (if any), or the failure of any credit enhancer respecting the Series 2018A Warrants to perform its obligations under the agreement between the City and such credit enhancer.

6. The existence of any adverse tax opinion with respect to the Series 2018A Warrants, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2018A Warrants, or other material events affecting the tax status of the Series 2018A Warrants.

7. Any modification of the rights of the registered owners of the Series 2018A Warrants, if material.

8. Redemption of any of the Series 2018A Warrants prior to the stated maturity or mandatory redemption date thereof, if material, and tender offers with respect to the Series 2018A Warrants.

9. Defeasance of the lien of any of the Series 2018A Warrants or the occurrence of circumstances which, pursuant to such authorizing proceedings, would cause the Series 2018A Warrants, or any of them, to be no longer regarded as outstanding thereunder.

10. The release, substitution or sale of the property securing repayment of the Series 2018A Warrants, if material.

11. Any changes in published ratings affecting the Series 2018A Warrants.

12. Bankruptcy, insolvency, receivership or similar event of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

In addition, the City has covenanted to provide in a timely manner to EMMA notice of the City's failure to provide the Annual Financial Information on or before the date specified herein.

The Annual Financial Information will include financial information and operating data relating to the City of the type found in the section of this Official Statement called "RESULTS OF OPERATIONS" in Appendix A. In addition, the City will provide to EMMA, when and if available, audited financial statements prepared in accordance with accounting principles described in the audited financial statements included in this Official Statement as an appendix.

The City shall never be subject to money damages for its failure to comply with its obligations to provide the required information. The only remedy available to the holders of the Series 2018A Warrants

for breach by the City of its obligations to provide the required information shall be the remedy of specific performance or mandamus against appropriate officials of the City. The failure by the City to provide the required information shall not be an event of default with respect to the Series 2018A Warrants under the Warrant Ordinance. A failure by the City to comply with its obligations to provide the required information must be reported as described above and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2018A Warrants in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2018A Warrants and their market price.

No person other than the City shall have any liability or responsibility for compliance by the City with its obligations to provide information. The Paying Agent has not undertaken any responsibility with respect to any required reports, notices or disclosures.

The City retains the right to modify its obligations described above as long as such modification is done in a manner consistent with Rule 15c2-12 of the Securities and Exchange Commission.

Compliance with Prior Undertakings

[Note to the Working Group: We'll need to update once we receive the underwriters' compliance report on continuing disclosure.]

For its fiscal years ended September 30, 2012, 2015, and 2016, the City failed to file its Annual Financial Information with EMMA on or before the due date as required by Rule 15c2-12 and the terms of continuing disclosure agreements executed by the City in connection with the issuance of certain of its existing indebtedness. The City also did not file a notice in accordance with Rule 15c2-12 with respect to its failure to provide its annual financial information for the fiscal years noted above.

In each of the last five years, although available publicly, the City failed to file its Annual Financial Information with EMMA as required by the terms of the City's continuing disclosure agreement executed by the City in connection with the issuance of its \$10,665,000 Limited Obligation Tax Increment Warrants, Series 2002; the City also did not file a notice in accordance with Rule 15c2-12 with respect to its failure to provide its annual financial information for such fiscal years. The City has now filed such information.

In each of the last five years, the City omitted certain of the information in its Annual Financial Information with EMMA as required by the terms of continuing disclosure agreements executed by the City in connection with the issuance of certain of its existing indebtedness. The City has now filed such information.

On September 12, 2014, Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., downgraded from "AA-" to "A+" its rating of the City's obligations secured by the full faith and credit of the City. The City failed to file a notice on EMMA reporting this downgrade. The City has now filed such notice. On November 3, 2016, S&P upgraded from "A+" to "AA-" its rating of the City's obligations secured by the full faith and credit of the City; on November 10, 2016, the City filed a notice on EMMA reporting this upgrade.

Certain outstanding indebtedness of the City has been secured by various forms of credit enhancement, including bond insurance. The ratings of the providers of this credit enhancement have been downgraded at various times in the past five years. Information about the downgrades was publicly reported. The City did not file a notice in accordance with Rule 15c2-12 with respect to each downgrade.

Implementation of Continuing Disclosure Compliance Procedures

The City has adopted procedures (including implementation of the financial disclosure email reminder service provided by EMMA) to ensure the timely filing of information required by Rule 15c2-12 of the Securities and Exchange Commission and the continuing disclosure agreements described in this Official Statement.

RATINGS

Moody's Investors Service, Inc. and S&P Global Ratings LLC, a subsidiary of The McGraw-Hill Companies, Inc., have assigned ratings to the Series 2018A Warrants as indicated on the cover page.

Any definitive explanation of the significance of any such ratings may be obtained only from the appropriate rating agency. The City furnished to each rating agency the information contained in this Official Statement and certain other information respecting the City and the Series 2018A Warrants. Generally, rating agencies base their ratings on such materials and information, as well as on their own investigations, studies and assumptions.

The above ratings are not recommendations to buy, sell or hold the Series 2018A Warrants, and any such ratings may be subject to revision or withdrawal at any time by any such rating agency. Any downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the affected Series 2018A Warrants. Except as may be required in connection with the obligations described under the heading "CONTINUING DISCLOSURE", neither the City nor the Underwriters have undertaken any responsibility either to bring to the attention of the Series 2018A Warrantholders any proposed revision, suspension or withdrawal of a rating or to oppose any such revision, suspension or withdrawal.

INDEPENDENT AUDITORS

The financial statements of the City included in Appendix B to this Official Statement have been audited by Smith, Dukes & Buckalew LLP, Mobile, Alabama, independent certified public accountants, as stated in their report appearing herein as Appendix B to this Official Statement. Such financial statements speak only as of September 30, 2017 and have been included as a matter of public record. Smith, Dukes & Buckalew LLP (1) has not been engaged to perform, and has not performed, any procedures with respect to such financial statements since the date of its report on such financial statements and (2) has not performed any procedures relating to this Official Statement. The permission of Smith, Dukes & Buckalew LLP for the use herein of its report on such financial statements has been sought and obtained.

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Huntsville, Alabama (the "Financial Advisor"), is serving as financial advisor to the City in connection with the issuance of the Series 2018A Warrants. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2018A Warrants, and provided other advice to the City. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2018A Warrants. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or

fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the City to provide continuing secondary market disclosure.

DISCLAIMERS AND OTHER MISCELLANEOUS MATTERS

This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Series 2018A Warrants.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

The order and placement of material in this Official Statement, including its appendices, are not to be deemed a determination of relevance, materiality or importance, and all material in this Official Statement, including its appendices, must be considered in its entirety.

The information in this Official Statement has been obtained from sources which are considered dependable and which are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness.

The delivery of this Official Statement at any time does not imply that any information herein is correct as of any time subsequent to the date of this Official Statement.

All estimates and assumptions contained herein are believed to be reliable, but no representation is made that such estimates or assumptions are correct or will be realized.

No person, including any broker, dealer or salesman, has been authorized to give any information or to make any representation other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City.

The Series 2018A Warrants will not be registered under the Securities Act of 1933, as amended, or any state securities laws and will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission nor any federal, state, municipal or other governmental agency will pass upon the accuracy, completeness or adequacy of this Official Statement. Any representation to the contrary is a criminal offense. The Warrant Ordinance has not been qualified under the Trust Indenture Act of 1939, as amended.

Any information or expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the City since the date hereof.

This Official Statement may contain forward-looking statements. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on the City's current beliefs, expectations, and assumptions regarding the future of the City's operations, future plans and strategies, projections, anticipated events and trends, the economy, and other future conditions. Forward-looking statements can be identified by words such as: "anticipate", "intend", "plan", "goal", "seek", "believe", "project", "estimate", "expect", "strategy", "future", "likely", "may", "should", "will", and similar references to future periods. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict and many of which are outside of the City's control. The City's actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, prospective investors should not place undue reliance on these forward-looking statements. Important factors that could cause

the City's actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, population trends and political and economic developments that could adversely impact the collection of revenues and those factors described in this Official Statement under "RISK FACTORS". Any forward-looking statement made by the City in this Official Statement is based only on information currently available to the City and speaks only as of the date on which it is made. The City undertakes no obligation to publicly update any forward-looking statement whether as a result of new information, future developments, or otherwise.

In connection with this offering, the Underwriters may over allot or effect transactions which stabilize or maintain the market price of the Series 2018A Warrants offered hereby at a level above that which might otherwise prevail in the open market, and such stabilizing, if commenced, may be discontinued at any time. The prices and other terms of the offering and sale of the Series 2018A Warrants may be changed from time to time by the Underwriters after the Series 2018A Warrants are released for sale, and the Series 2018A Warrants may be offered and sold at prices other than the initial offering prices, including sales to dealers, without prior notice.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is being provided to prospective purchasers either in bound printed format or in electronic format. This Official Statement may be relied upon only if it is in its bound printed format or as printed in its entirety in such electronic format.

ADDITIONAL INFORMATION

For further information during the initial offering period with respect to the Series 2018A Warrants, contact Paul Wesch, Executive Director of Finance, City of Mobile, 205 Government Street, Mobile, Alabama 36602, telephone number (251) 208-7164, or Joshua McCoy, Director, PFM Financial Advisors LLC, 116 Jefferson Street South, Suite 301, Huntsville, AL 35801, telephone number (256) 536-3035.

CITY OF MOBILE, ALABAMA

By: _____
Mayor

Dated _____
3538351_1

APPENDIX A

Information on the City of Mobile

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APPENDIX B

**Audited Financial Statements of the City of Mobile
for the fiscal year
ended September 30, 2017**

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APPENDIX C

Book-Entry Only System

The information contained in this section concerning The Depository Trust Company and its book-entry only system has been obtained from materials furnished by The Depository Trust Company to the City. The City and the Underwriters do not make any representation or warranty as to the accuracy or completeness of such information.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2018A Warrants. The Series 2018A Warrants will be issued as fully-registered securities registered in the name of Cede & Co., DTC’s partnership nominee or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2018A Warrant certificate will be issued for each maturity of the Series 2018A Warrants, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2018A Warrants under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018A Warrants on DTC’s records. The ownership interest of each actual purchaser of each Series 2018A Warrant (a “Beneficial Owner”) is in turn to be recorded on the Direct Participants’ and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018A Warrants are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018A Warrants, except in the event that use of the book-entry system for the Series 2018A Warrants is discontinued.

To facilitate subsequent transfers, all Series 2018A Warrants deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2018A Warrants with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018A Warrants. DTC’s records reflect only the identity of the Direct Participants to whose accounts

such Series 2018A Warrants are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2018A Warrants may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2018A Warrants, such as redemptions, tenders, defaults, and proposed amendments to the documents governing the terms of the Series 2018A Warrants. For example, Beneficial Owners of Series 2018A Warrants may wish to ascertain that the nominee holding the Series 2018A Warrants for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided to them directly.

Redemption notices shall be sent to DTC. If less than all of the Series 2018A Warrants are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2018A Warrants unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the City as soon as possible after the record date. The "Omnibus Proxy" assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018A Warrants are credited on the record date (identified in a listing attached to the "Omnibus Proxy").

Principal, premium and interest payments on the Series 2018A Warrants will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon receipt of funds and corresponding detail information, in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of principal, premium (if any) and interest to Cede & Co. (or such other DTC nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2018A Warrants at any time by giving reasonable notice to the City and the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2018A Warrants are required to be printed and delivered. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the Series 2018A Warrants will be printed and delivered to DTC.

The City, the Paying Agent and the Underwriters cannot and do not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series 2018A Warrants (1) payments of principal, redemption price or interest on

the Series 2018A Warrants; (2) certificates representing an ownership interest or other confirmation of beneficial ownership interests in Series 2018A Warrants; or (3) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2018A Warrants, or that they will do so on a timely basis or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current “rules” applicable to DTC are on file with the United States Securities and Exchange Commission, and the current “procedures” of DTC to be followed in dealing with DTC participants are on file with DTC.

Neither the City, the Paying Agent nor the Underwriters will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the Series 2018A Warrants; (2) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (3) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Series 2018A Warrants; (4) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Warrant Ordinance to be given to holders of the Series 2018A Warrants; (5) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2018A Warrants; or (6) any consent given or other action taken by DTC as a holder of the Series 2018A Warrants.

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APPENDIX D

Proposed Opinion of Bond Counsel

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(Proposed Form of Legal Opinion of Bond Counsel)

City of Mobile, Alabama
Mobile, Alabama

Re: \$26,635,000* City of Mobile, Alabama General Obligation Warrants, Series 2018A

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of the warrant issue in caption (the "Series 2018A Warrants") and as such have examined certified copies of proceedings of the governing body of the City of Mobile, Alabama (the "City") in connection therewith, including the ordinance of such governing body, adopted _____ (the "Authorizing Ordinance") and other documents submitted to us pertaining to the authorization, sale and issuance of the Series 2018A Warrants. As to questions of fact material to our opinion, we have relied upon certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2018A Warrants (except to the extent stated in the Official Statement) and we express no opinion relating thereto other than the matters set forth as our opinion in the Official Statement.

As to questions of fact material to our opinion, we have relied upon certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the aforesaid examinations, we are of the opinion that:

1. The Series 2018A Warrants have been duly authorized and issued and constitute valid orders on the City Treasurer of the City for the payment thereof as therein provided, and that the indebtedness ordered paid by the Warrants is a valid general obligation of the City for the payment of the principal of and interest on which the full faith and credit of the City have been validly and irrevocably pledged.

2. The interest income on the Series 2018A Warrants will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986. In addition, the interest income on the Series 2018A Warrants will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; provided, that it should be noted that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, that must be satisfied subsequent to the issuance of the Series 2018A Warrants in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement, but failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2018A Warrants in gross income for federal income tax purposes to be retroactive to the date of the issuance of the Series 2018A Warrants.

*Preliminary; subject to change.

We express no opinion regarding other federal tax consequences arising with respect to the Series 2018A Warrants.

3. Under existing law the interest on the Series 2018A Warrants is exempt from State of Alabama income taxation.

The rights of the holders of the Series 2018A Warrants and the enforceability of the Series 2018A Warrants and the Authorizing Ordinance are subject to all applicable bankruptcy, insolvency, reorganization, sovereign immunity, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

HAND ARENDALL HARRISON SALE LLC

By: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Kimberly E. Harden, Director, Architectural Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Sloped Retainingwall Repairs at Copeland Cox Tennis Center, PR-023-18

Amount of Contract:

332,730.00

Funding Source

Project # Copeland Cox Tennis Center Sloped
Retaining Wall Repairs, PR-023-18

Discretionary Funds

Project String 20002000-48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-023-18-Copeland Cox Tennis Center Sloped Retaining Wall Repairs	Cover Memo	11/6/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	11/6/2018 - 1:00 PM
Finance	McMillan, Marilyn	Approved	11/6/2018 - 6:05 PM
Legal	Coumanis, Keri	Approved	11/8/2018 - 10:36 AM
Mayors Office	Wesch, Paul	Approved	11/8/2018 - 12:56 PM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: S. C. Stagner Contracting, Inc.

Project Name: Copeland-Cox Tennis Center – Sloped Retaining Wall Repairs

Project Number: PR-023-18

Amount: \$322,730.00 (2018 CIP# 2017-460, D7)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Copeland-Cox Tennis Center – Sloped Retaining Wall Repairs

ARCHITECTURAL ENGINEERING PROJECT# PR-023-18

PROJECT # C0241 (2018 CIP# 2017-460, D7) DATE OF RECEIPT _____

PROJECT DESCRIPTION To repair the sloped retaining wall at Copeland-Cox
Tennis Center

CONTRACT AMOUNT \$322,730.00

VENDOR NAME S. C. Stagner Contracting, Inc.

VENDOR NUMBER 294185

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

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: B. Rhodes Date 11/5/18

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

S. C. Stagner Contracting, Inc.
12615 Celeste Road
Chunchula, Alabama 36521

for the following Project:
(Name, location and detailed description)

Copeland-Cox Tennis Center
Sloped Retaining Wall Repair – Courts 27 thru 34
851 Gaillard Drive
Mobile, Alabama 36608
PR-023-18

To repair the sloped retaining wall on courts 27 thru 34 at Copeland-Cox Tennis Center

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1295810388)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

☒ [X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than ninety (90) calendar days from the date of commencement of the Work.

(Table deleted)

(Paragraph deleted)

Init.

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User Notes:

(1285610868)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Twenty Two Thousand Seven Hundred Thirty Dollars and no cents (\$ 322,730.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$265,335.00
Contingency Allowance:	\$ 10,000.00
Total Base Bid:	\$275,335.00
Add Alt.#1:	\$ 47,395.00
Total Contract Amount:	\$322,730.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
1. To provide and install sixteen (16) cabana benches	\$47,395.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Ten Thousand Dollars and no cents (\$10,000.00)

- A. 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.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- D. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. To provide and install one (1) cabana bench	EA	\$3,450.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the Substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Init.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 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 Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- 3 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.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 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;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

Inf.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, 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 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner'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.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

1. 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 Owner's then-current modifications which may be obtained from the Owner 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
2. a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (c), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737,

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 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:
 - A. Bodily Injury \$1,000,000 each person
 - B. Property Damage \$1,000,000 each occurrence
 - C. Bodily Injury & Property Damage \$1,000,000 each occurrence; or
\$1,000,000 combined single limit
4. Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. 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.
 - D. General Aggregate Limit shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby, any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
 - I. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
 - J. Underground Hazard:
Included or ☒ Not Applicable.
5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract 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:

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|----|------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury &
Property damage | \$1,000,000 combined single limit |
6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
 7. Builder's Risk Coverage: The Contractor shall carry for the Owner, 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.
 8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 9. 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.
 10. 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.
 11. "In Rem" endorsement.
 12. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

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 Owner shall be filed with the Owner 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 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. 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 Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

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insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 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. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
6. 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.
7. 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.

§ 8.6

(Paragraphs deleted)

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. 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.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

3. Drawings

Number

- 1.
- 2.
- 3.

Title

Title

General Notes

Existing and Demolition Plan

Date

9/12/2018

9/12/2018

9/12/2018

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4.	Repair Plan	9/12/2018
5.	Erosion Control Plan	9/12/2018
6.	Erosion Control Details	9/12/2018
7.	Civil Construction Details	9/12/2018
S1.0	Structural Notes & Foundation	9/12/2018
S2.0	Sections and Details	9/12/2018

4 Specifications

Section	Title	Date
Section 01010	Summary of the Work	9/12/2018
Section 01210	Allowances	9/12/2018
Section 01220	Unit Prices	9/12/2018
Section 01230	Alternative Bid Items	9/12/2018
Section 01320	Construction Progress Documentation	9/12/2018
Section 01330	Submittal Procedures	9/12/2018
Section 01400	Pre-Bid Qualifications & Construction Quality Requirements	9/12/2018
Section 01635	Substitution Procedures	9/12/2018
Section 01700	Execution Requirements	9/12/2018
Section 01710	Closeout Procedures	9/12/2018
Section 017839	Project Record Documents	9/12/2018
DIVISION 12	FURNISHINGS	
Section 12930	Site Furnishings	9/12/2018
DIVISION 32	SITE IMPROVEMENTS	
Section 323113	Chain Link Fence and Gates	9/12/2018

5 Addenda, if any:

Number	Date
1	10/1/2018
2	10/5/2018
3	10/9/2018

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.

6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

§ 9.2 [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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(Paragraphs deleted)

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Sales Tax Form C-3A
	Subcontracting Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond(Owner's Modified Form)
	Labor and Material Payment Bond (Owner's Modified Form)
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702 and AIA Document G703
	DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Contractor shall comply with all Federal, State and Local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

§ 9.2.3 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.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

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

City of Mobile

S. C. Stagner Contracting, Inc.

OWNER (Signature)

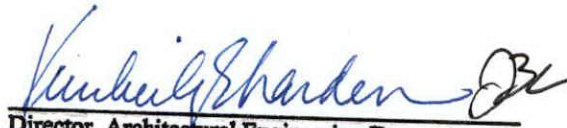
William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Steven C. Stagner, President
(Printed name and title)

ATTEST:

City Clerk


Director, Architectural Engineering Department

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**EXHIBIT A
SUMMARY OF THE WORK
COPELAND-COX TENNIS CENTER
SLOPED RETAINING WALL REPAIR
COURTS 27 THRU 34
851 GAILLARD DRIVE, MOBILE, ALABAMA 36608
PR-023-18**

The project includes repairing the sloped retaining wall located at courts 27 thru 34, which includes but not is limited to the demolition of the existing retaining wall, providing and installing drain pipes, concrete block work, cabana benches and chain link fencing at the Copeland-Cox Tennis Center. Contractor shall also provide As-Built documentation for permitting.

All construction sites for City of Mobile projects shall be undertaken 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; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

END OF THE SUMMARY OF THE WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, S. C. Stagner Contracting, Inc., 12615 Celeste Road, Chunchula, Alabama 36521, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633, hereinafter called the Owner, in the penal sum of Three Hundred Twenty Two Thousand Seven Hundred Thirty Dollars and no cents (\$322,730.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 18 day of November, 2018, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to repair the sloped retaining wall on courts 27 thru 34 at Copeland-Cox Tennis Center (PR-023-18), 851 Gaillard Drive, Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18 day of November, 2018.

CONTRACTOR AS PRINCIPAL

Company: S. C. Stagner Contracting, Inc.
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title: Steven C. Stagner, President

SURETY Travelers Casualty and Surety

Company: Company of America
(Corporate Seal)

By: [Signature]

(Signature)

Name and Title: W.E. Cadden Attorney-in-fact

Resident Agent: [Signature]

(Signature)

Name and Title: W.E. Cadden Attorney-in-fact

Address: 3212 Midtown Park S.

Mobile, AL 36606

Phone and Fax: 251-473-4600 and 251-450-0032

Owner's Representative: Kimberly Harden, Director

AE Department

PO Box 1827

Mobile, Alabama 36633

251-208-7454



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **W. E. Cadden** of **Mobile**

Alabama, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

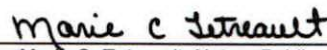
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

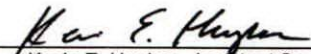
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **October**, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, S. C. Stagner Contracting, Inc., 12615 Celeste Road, Chunchula, Alabama 36521, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Twenty Two Thousand Seven Hundred Thirty Dollars and no cents (\$322,730.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 15th day of November, 2018, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to repair the sloped retaining wall on courts 27 thru 34 at Copeland-Cox Tennis Center (PR-023-18), 851 Gaillard Drive, Mobile, Alabama 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint W.E. Cadden **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15th day of November, 2018.

CONTRACTOR AS PRINCIPAL
Company: S. C. Stagner Contracting, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Steven C. Stagner, President

SURETY Travelers Casualty and Surety
Company: Company of America
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: W. E. Cadden Attorney-in-fact

Resident Agent: [Signature]
(Signature)

Name and Title: W. E. Cadden Attorney-in-fact
Address: 3212 Midtown Park S.
Phone and Fax: 251-473-4600 and 251-450-0032

Owner's Representative: Kimberly Harden, Director
AE Department
PO Box 1827
Mobile, Alabama 36633
251-208-7454



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **W. E. Cadden** of **Mobile Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

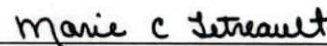
By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

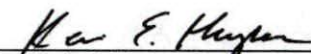
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **October**, **2018**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

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 Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616		CONTACT NAME: Katie Gilmore PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: kgilmore@lyonfrycadden.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Owners Insurance Company NAIC # 32700	
		INSURER B: Auto-Owners Insurance Company 18988	
		INSURER C: AlaCOMP	
		INSURER D: ACE/Chubb 22667	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		38528967	08/21/2018	08/21/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		38528967	08/21/2018	08/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		4852896703	08/21/2018	08/21/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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	001201520176000 HDO G27866670	01/01/2018 01/01/2018	01/01/2019 01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D						

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

PR-023-18 Copeland-Cox Tennis Center - Sloped retaining wall repair.

Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law

City of Mobile is additional insured as respects general liability, automobile liability and excess liability coverage, where required by written contact. A waiver of subrogation applies in favor of certificate holder as respects general liability, automobile liability, excess liability and workers (See Attached Descriptions)

CERTIFICATE HOLDER City of Mobile P. O. ox 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 
--	--

DESCRIPTIONS (Continued from Page 1)

compensation coverage, where required written contract. Coverage is primary and non-contributory. 30 Day notice of cancellation applies.



Company ID Number: 373399

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

Employer **S. C. STAGNER CONTRACTING, INC.**

FRED MCALL

Name (Please Type or Print)

Title

Electronically Signed

11/19/2010

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

11/19/2010

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	S. C. STAGNER CONTRACTING, INC.
Company Facility Address:	12615 CELESTE ROAD
	CHUNCHULA, AL 36521
Company Alternate Address:	P O BOX 1014
	SARALAND, AL 36571
County or Parish:	MOBILE
Employer Identification Number:	631272053

Company ID Number: 373399

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	SANDRA GANEY		
Telephone Number:	(251) 675 - 1772	Fax Number:	(251) 675 - 6250
E-mail Address:	SANDY@SCSTAGNER.COM		
Name:	FRED E MCALL		
Telephone Number:	(251) 675 - 1772	Fax Number:	(251) 675 - 6250
E-mail Address:	SANDY@SCSTAGNER.COM		



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Rich and Mayor Stimpson

Amount of Contract:

\$894,835.00

Funding Source

Project # Medal of Honor Park - Splash Pad and Restroom Improvements, PR-045-18

Discretionary Funds

Project String 20002000-48010

Contract Number:1902

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Splash Pad and Restroom Improvements at Medal of Honor Park	Cover Memo	11/7/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	11/7/2018 - 5:25 PM
Finance	McMillan, Marilyn	Approved	11/7/2018 - 5:53 PM
Legal	Coumanis, Keri	Approved	11/8/2018 - 10:33 AM
Mayors Office	Wesch, Paul	Approved	11/8/2018 - 12:57 PM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Bess Rich

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Aeiker Construction Corporation

Project Name: Medal of Honor Park – Splash Pad and Restroom Improvements

Project Number: PR-045-18

Amount: \$894,835.00 (2018 CIP #2017-400)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal of Honor Park – Splash Pad and Restroom Improvements

ARCHITECTURAL ENGINEERING PROJECT#PR-045-18

PROJECT #C0332 (2018 CIP #2017-400)

DATE OF RECEIPT _____

PROJECT DESCRIPTION For a Splash Pad and Restroom Improvements

CONTRACT AMOUNT \$894,835.00

VENDOR NAME Aeiker Construction Corporation

VENDOR NUMBER 290374

DEPT #3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

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: B. Rhodes Date 11/7/18

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Aeiker Construction Corporation
354 Gulfwood Drive
Mobile, Alabama 36608

for the following Project:
(Name, location and detailed description)

Medal of Honor – Splash Pad and Restroom Improvements
1711 Hillcrest Road
Mobile Alabama 36609
PR-045-18

The Architect:
(Name, legal status, address and other information)

TAG/ The Architects Group
710 Downtowner Boulevard
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1313623379)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

(Paragraph deleted)

☒ [X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than one hundred sixty (160) calendar days from the date of commencement of the Work, but in no case no later than May 7, 2019.

(Table deleted)

(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Ninety Four Thousand Eight Hundred Thirty Five Dollars and no cents (\$ 894,835.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$869,835.00
Contingency Allowance:	\$ 25,000.00
Total Contract Sum:	\$894,835.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Twenty Five Thousand Dollars and no cents (\$25,000.00)

- A. 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.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- D. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

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User Notes:

(1313623379)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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 Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 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.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 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;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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User Notes:

(1313623379)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, 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 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner'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.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 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 Owner's then-current modifications which may be obtained from the Owner 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
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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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 Aeiker Construction Corporation has completed the contract for Medal of Honor Park – Splash Pad and Restroom Improvements (PR-045-18), 1711 Hillcrest Road, Mobile, Alabama 36609. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, in any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Notarized Affidavit of Notice of Completion advertisement from publisher.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201 (with Owner's then-current modifications), the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jonathan Aeiker
Aeiker Construction Corporation
354 Gulfwood Drive
Mobile, Alabama 36608

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance.

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Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 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:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury & Property Damage \$1,000,000 combined single limit
4. Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. 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.
 - D. General Aggregate Limit shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
 - I. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - J. Underground Hazard:
Included or X Not Applicable.
5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners 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:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence

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- | | | |
|----|------------------------------------|-----------------------------------|
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury &
Property damage | \$1,000,000 combined single limit |
6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
 7. Builder's Risk Coverage: The Contractor shall carry for the Owner, 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.
 8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 9. 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.
 10. 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.
 11. "In Rem" endorsement.
 12. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

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 Owner shall be filed with the Owner 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 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. 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 Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner 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.

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§ 8.5.2 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. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
6. 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.
7. 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.

§ 8.6

(Paragraphs deleted)

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. 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.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

3. Drawings

Number	Title	Date
A101	Demolition Plan & Floor Plan	10/10/2018
A102	Roof Plan & Reflected Ceiling Plan	10/10/2018
P100	Plumbing Schedules and Notes	10/9/2018
P300	Plumbing and Sanitary Waste Plan	10/9/2018
P400	Plumbing and Sanitary Waste Plan	10/9/2018
M200	HVAC Plan and Details	10/9/2018

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S-102

Site Plan

10/9/2018

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
Section 01010	Summary of the Work	9/28/2018
Section 01210	Allowances	9/28/2018
Section 01251	Pre-Bid Substitution Procedures	9/28/2018
Section 01260	Contract Modification Procedures	9/28/2018
Section 01290	Payment Procedures	9/28/2018
Section 01310	Project Management and Coordination	9/28/2018
Section 01330	Submittal Procedures	9/28/2018
Section 01400	Quality Requirements	9/28/2018
Section 01420	References	9/28/2018
Section 01500	Temporary Facilities and Controls	9/28/2018
Section 01600	Product Requirements	9/28/2018
Section 01700	Execution Requirements	9/28/2018
Section 01731	Cutting and Patching	9/28/2018
Section 01732	Selective Demolition	9/28/2018
Section 01770	Execution Requirements	9/28/2018
Section 01781	Project Record Documents	9/28/2018
Section 01782	Operation and Maintenance Documents	9/28/2018
DIVISION 2	SITE CONSTRUCTION	
Section 02070	Selective Site Demolition	9/28/2018
Section 02130	Clearing, Grubbing and Demolition	9/28/2018
Section 02210	Site Grading	9/28/2018
Section 02230	Site Clearing	9/28/2018
Section 02260	Soil Compaction Control	9/28/2018
Section 02300	Earthwork	9/28/2018
Section 02361	Termite Control	9/28/2018
Section 02620	Concrete Paving, Curbs and Walks	9/28/2018
Section 02751	Cement Concrete Pavement	9/28/2018
Section 02900	Landscaping	9/28/2018
DIVISION 3	CONCRETE	
Section 03300	Cast in Place Concrete	9/28/2018
DIVISION 4	MASONRY	
Section 048410	Unit Masonry Assemblies	9/28/2018
DIVISION 5	METALS	
Section 05500	Metal Fabrication	9/28/2018
DIVISION 6	WOOD AND PLASTICS	
Section 06100	Carpentry	9/28/2018
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
Section 07521	SBS-Modified Bituminous Membrane Roofing	9/28/2018
Section 07620	Sheetmetal Flashing and Trim	9/28/2018
Section 07920	Joint Sealants	9/28/2018
DIVISION 8	DOORS AND WINDOWS	
Section 08113	Hollow Metal Doors and Frames	9/28/2018
Section 08710	Door Hardware	9/28/2018

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DIVISION 9	FINISHES	
Section 09900	Painting	9/28/2018
DIVISION 10	SPECIALTIES	
Section 10160	Toilet Partitions	9/28/2018
Section 10280	Toilet Accessories	9/28/2018
DIVISION 11	EQUIPMENT	
Section 11685	Aquatic Playground	9/28/2018
.5	Addenda, if any:	

Number	Date
1	10/16/2018
2	10/18/2018

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.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Table deleted)

§ 9.2 [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Sales Tax Form C-3A
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

Section 00700

Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-
AIA Document A201

§ 9.2.2 Contractor shall comply with all Federal, State and Local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

§ 9.2.3 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.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

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

City of Mobile

Aeiker Construction Corporation

OWNER (Signature)

William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Jonathan Aeiker, President
(Printed name and title)



ATTEST:

City Clerk

Kenneth E. Hank *03*
Director, Architectural Engineering Department

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EXHIBIT A
SUMMARY OF THE WORK
MEDAL OF HONOR SPLASHPAD AND RESTROOM IMPROVEMENTS
1711 HILLCREST ROAD
MOBILE, ALABAMA 36608
PR-045-18

This project consists of a new splashpad and renovations and additions to an existing restroom building, along with site improvements and other work. Sediment and Erosion Controls shall be provided and maintained throughout the project.

END OF SUMMARY OF THE WORK

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 354 Gulfwood Drive, Mobile, Alabama 36608, as Principal, and Fidelity & Deposit Company of Maryland, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum of Eight Hundred Ninety Four Thousand Eight Hundred Thirty Five Dollars and no cents (\$894,835.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 201____, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete the Medal of Honor Splashpad and Restroom Improvements (PR-045-18), 1711 Hillcrest Road, Mobile, Alabama 36609, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Gaylord C. Lyon, Jr. **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2018.

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____

(Signature)

Name and Title: Jonathan Aeiker, President

Resident Agent: _____

(Signature)

Name and Title: Gaylord C. Lyon, Jr. Agent

Address: P.O. Box 160927 Mobile, AL 36616

Phone and Fax: 251-473-4600 / 251-450-0032

SURETY

Company: Fidelity & Deposit Company of Maryland
(Corporate Seal)

By: _____

(Signature)

Name and Title: Gaylord C. Lyon, Jr. Attorney-in-Fact

Owner's Representative: Kimberly Harden, Director
AE Department
PO Box 1827
Mobile, Alabama 36633
251-208-7454



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. LYON, JR, Roland G. FRY, JR, Erling RIIS, III, W. Edwin CADDEN, J. William GOODLOE, III, O.M. OTTS, IV, Rebecca WARD, Brandy WALLEY and Charlene C. STOUT**, all of Mobile, Alabama, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of April, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Joshua Lecker
Assistant Secretary
Joshua Lecker

David McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5 day of November, 20 18.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 354 Gulfwood Drive, Mobile, Alabama 36608, hereinafter called the Principal, and Fidelity & Deposit Company of Maryland, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633, hereinafter called the Owner, in the penal sum of Eight Hundred Ninety Four Thousand Eight Hundred Thirty Five Dollars and no cents (\$894,835.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 201__, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete the Medal of Honor Splashpad and Restroom Improvements (PR-045-18), 1711 Hillcrest Road, Mobile, Alabama 36609, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2018.

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: Fidelity & Deposit Company of Maryland
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Gaylord C. Lyon, Jr. Attorney-in-Fact

Resident Agent: [Signature]

(Signature)

Name and Title: Gaylord C. Lyon, Jr. Agent

Address: P.O. Box 160927 Mobile, AL 36616

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Kimberly Harden, Director
AE Department
PO Box 1827
Mobile, Alabama 36633
251-208-7454



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. LYON, JR, Roland G. FRY, JR, Erling RIIS, III, W. Edwin CADDEN, J. William GOODLOE, III, O.M. OTTS, IV, Rebecca WARD, Brandy WALLEY and Charlene C. STOUT, all of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Joshua Lecker
Assistant Secretary
Joshua Lecker

David M. Vicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

* "Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5 day of November, 2018.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Client#: 31795

AEICO

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616		CONTACT NAME: Brandy Walley PHONE (A/C, No, Ext): 251 473-4600 E-MAIL ADDRESS: bwalley@lyonfrycadden.com FAX (A/C, No): 251-450-0032	
INSURED Aeiker Construction Corp. 354 Gulfwood Drive Mobile, AL 36608		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Middlesex Insurance Company	
		INSURER B: AL Home Builders SIF	
		INSURER C: New York Marine & General Ins	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	
		23434	
		NA	
		16608	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	A0095796	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			A0095796	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	X	X	A0095796	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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		X	00120183087500 WC2018EPP00309	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C							

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

COVERAGE FOR WORKERS' COMPENSATION IS LIMITED TO THE PROVISIONS OF THE ALABAMA WORKERS COMPENSATION LAW.

Project Name: Medal of Honor - Splash Pad and Restroom Improvements, PR-045-18.

General Liability and Umbrella policies include City of Mobile (Owner) and the Architects Group (Architect)
(See Attached Descriptions)

CERTIFICATE HOLDER City of Mobile P.O. Box 1827 Mobile, AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Gaylord C. Lyon, Jr.</i>
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DESCRIPTIONS (Continued from Page 1)

as Additional Insureds as required by written contract. Waiver of Subrogation is granted in favor of City of Mobile and the Architects Group as respects General Liability and Umbrella policies as required by written contract. A 30 Day Notice of Cancellation applies to City of Mobile; however, 10 day Notice will apply for non payment. General Liability and Umbrella coverage written by the contractor is Primary & Non Contributory with other insurance maintained by the owner. Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile. Auto Insurance does not include any owned autos. Hired and Non Owned Auto Insurance only is provided. Umbrella policy does not extend coverage to any Owned Autos.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY LYON FRY CADDEN INSURANCE AGENCY, INC. PO BOX 160927 MOBILE, AL 36616-1927		PHONE (A/C, No, Ext): +1 251 473 4600		COMPANY American Zurich Insurance Company	
FAX (A/C, No): +1 251 450 0032		E-MAIL ADDRESS: chockman@lyonfrycadden.com			
CODE: 02046936		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED Aeiker Construction Corp. 354 Gulfwood Drive Mobile, AL 36608		LOAN NUMBER		POLICY NUMBER BR12237139	
		EFFECTIVE DATE 12/01/2018		EXPIRATION DATE 06/01/2019	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1711 Hillcrest Road Mobile, AL 36609
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$2,500
Renovations and Improvements	\$894,835	
All Covered Property at all Locations	\$894,835	
Wind/Hail Deductible		3%

REMARKS (Including Special Conditions)

--

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile PO Box 1827 Mobile, AL 36633	☐ MORTGAGEE	☒ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	



Company ID Number: 617526

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

Employer Aeiker Construction Corporation

Jonathan Aeiker

Name (Please Type or Print)

Title

Electronically Signed

11/14/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

11/14/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Aeiker Construction Corporation**

Company Facility Address: **3109 Marcia Drive**

Mobile, AL 36605

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **454170601**



Company ID Number: 617526

North American Industry Classification Systems Code:	236
Administrator:	Aeiker Construction Corporation
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Jonathan D Aeiker		
Telephone Number:	(251) 259 - 2951	Fax Number:	
E-mail Address:	jonathan@aeikerconstruction.com		



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

Facilitate widening of Zeigler Blvd.

Amount of Contract:

\$547.00

Funding Source

Project # C0053

Project String 20002000-48040

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:1897

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Temporary Easement for Roadway Purposes	Cover Memo	11/1/2018

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/1/2018 - 1:59 PM
Finance	McMillan, Marilyn	Approved	11/1/2018 - 3:31 PM
Legal	Hill, Ashton	Approved	11/5/2018 - 8:48 AM
Mayors Office	Wesch, Paul	Approved	11/8/2018 - 10:23 AM

(2 COPIES REQUIRED)

PROJECT NAME: Temporary Easement for Roadway Purposes

PROJECT DESCRIPTION: easements to facilitate widening of Zeigler Blvd.

VENDOR NAME: Illinois Central Railroad Company

DEPT #: 3005 **DEPT NAME:** Engineering

Please Select by circling one (Type):

Construction (Unit Price)*	Construction**	Non Contractual	Performance
----------------------------	----------------	-----------------	-------------

SHOULD RETAINAGE BE WITHHELD? Y N * ; 5% of the 1st 50% or

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders**

****General Construction requires Change Order for 10% overages.**

Prepared by: Shari Kritzberger **Date** 10/31/2018

AGENDA ITEM SUMMARY SHEET

Agenda of -- _____ (Date)

Item No. -- _____

Submitted by: Engineering Nick Amberger
Department Department Head

Sponsored by: William S. Stimpson Mayor – City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

CONTRACT NAME: Temporary Construction easements with Illinois Central Railroad for roadway purposes

PURPOSE & SCOPE OF PROJECT: facilitate widening of Zeigler Blvd.

CONTRACT: X ORDINANCE _____ OTHER _____

AMOUNT OF CONTRACT: \$ 547.00

Funding Source:

Project # C0053 (GL No.) Discretionary Funds _____

Project String: 20002000-48040

Project Description: Right of Way and Realty

Budget Amendment: Reduce _____ Increase _____

Grant Funds _____ Matching Funds _____

Associated Costs:

Current year (itemize)

Type: _____ Amount: _____

Future years

Year*: _____ n/a Amount: _____ n/a

*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: _____

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Illinois Central Railroad Company
Project Name: Temporary Easeway for Roadway Purposes
Estimated Cost: \$547.00
Adopted:

City Clerk

Zeigler Boulevard
Project No. STPMB-7550(600)
CPMS Proj. No. 100045453
Tract No. 14
State of Alabama
County of Mobile

TEMPORARY CONSTRUCTION EASEMENTS FOR ROADWAY PURPOSES

THIS INDENTURE, made and entered into this _____ day of _____, 2018, WITNESSETH that the Grantor, ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, for and in consideration of the sum of FIVE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$547.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the CITY OF MOBILE, Grantee, temporary construction easements for the purpose of construction along County Road 656 (Zeigler Boulevard), in accordance with the plans on file at the Alabama Department of Transportation Southwest Region Office in Mobile, Alabama, over, across and upon the land situated in the NW ¼ of SE ¼ and the NE ¼ of SE ¼, Section 10, and a part of the NW ¼ of SW ¼, Section 11 Township 4-S, Range 2-W, Mobile County, Alabama and being more particularly described as follows and shown on print(s) attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT 1 of 4:

BEGINNING at a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at station 156+25.00);

thence S 64°39'56" E and along the required easement line a distance of 100.00 feet to a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at station 157+25.00);

thence S 25°20'4" W and along the required easement line a distance of 15.00 feet to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 157+25.00);

thence N 64°39'56" W and along the required permanent easement line a distance of 100.00 feet to a point on the required easement line (said point offset 75' LT and perpendicular to centerline of project at station 156+25.00);

thence N 25°20'4" E and along the required easement line a distance of 15.00 feet; to the point and place of BEGINNING, containing 0.03 acre(s), more or less.

TEMPORARY CONSTRUCTION EASEMENT 2 of 4:

BEGINNING at a point on the required easement line (said point offset 85' LT and perpendicular to centerline of project at station 161+00.00);

thence S 64°40'5" E and along the required easement line a distance of 165.52 feet to a point on the required easement line (said point offset 85' LT and perpendicular to centerline of project at PC station 162+65.52);

thence following the curvature thereof an arc distance of 33.96 feet and along the required easement line to a point on the required easement line (said point offset 85' LT and perpendicular to centerline of project at station 163+00.00) (said arc having a chord bearing of S 64°49'35" E, a counterclockwise direction, a chord distance of 33.96 feet and a radius of 5547.84 feet);

thence S 24°59'23" W and along the required easement line a distance of 10.06 feet to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 163+00.00);

thence following the curvature thereof an arc distance of 34.03 feet and along the required permanent easement line to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 162+65.52) (said arc having a chord bearing of N 64°44'12" W, a clockwise direction, a chord distance of 34.03 feet and a radius of 5547.84 feet);

thence N 64°39'57" W and along the required permanent easement line a distance of 165.52 feet to a point on the required easement line (said point offset 75' LT and perpendicular to centerline of project at station 161+00.00);

thence N 25°20'4" E and along the required easement line a distance of 10.00 feet; to the point and place of BEGINNING, containing 0.05 acre(s), more or less.

TEMPORARY CONSTRUCTION EASEMENT 3 of 4:

BEGINNING at a point on the required easement line (said point offset 105' LT and perpendicular to centerline of project at station 170+65.00);

thence following the curvature thereof an arc distance of 73.62 feet and along the required easement line to a point on the required easement line (said point

offset 105' LT and perpendicular to centerline of project at station 171+40.00) (said arc having a chord bearing of S 73°2'7" E, a counterclockwise direction, a chord distance of 73.62 feet and a radius of 5624.57 feet);

thence S 16°35'23" W and along the required easement line a distance of 30.00 feet to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 171+40.00);

thence following the curvature thereof an arc distance of 74.03 feet and along the required permanent easement line to a point on the required easement line (said point offset 75' LT and perpendicular to centerline of project at station 170+65.00) (said arc having a chord bearing of N 73°2'7" W, a clockwise direction, a chord distance of 74.02 feet and a radius of 1834.54 feet);

thence N 17°20'23" E and along the required easement line a distance of 30.00 feet; to the point and place of BEGINNING, containing 0.05 acre(s), more or less.

TEMPORARY CONSTRUCTION EASEMENT 4 of 4:

BEGINNING at a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at station 177+00.00);

thence following the curvature thereof an arc distance of 161.69 feet and along the required easement line to a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at PT station 178+64.26) (said arc having a chord bearing of S 79°49'54" E, a counterclockwise direction, a chord distance of 161.68 feet and a radius of 5639.57 feet);

thence S 80°39'11" E and along the required easement line a distance of 285.73 feet to a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at station 181+50.00);

thence S 9°20'49" W and along the required easement line a distance of 6.63 feet to a point on the north present R/W line of Zeigler Blvd;

thence following the curvature thereof an arc distance of 447.90 feet and along the said present R/W line to a point on the said present R/W line (said point offset 77.05' LT and perpendicular to centerline of project at station 177+00.00) (said arc having a chord bearing of N 81°9'52" W, a clockwise direction, a chord distance of 447.79 feet and a radius of 5779.57 feet);

thence N 10°59'23" E and along the required easement line a distance of 12.95 feet; to the point and place of BEGINNING, containing 0.12 acre(s), more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant,

accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

It is expressly understood that all rights, title and interest to the above described temporary construction easement(s) shall revert to the Grantor upon completion of said project.

1. The easement(s) granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.
2. Terms and conditions covering the construction and maintenance of said Roadway across and upon said easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Grantee and Grantor and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to Grantor. It is expressly understood and agreed that no work of any sort shall be performed on said easement area(s) by the Grantee prior to the execution of said construction and maintenance agreement.
3. The Grantor reserves to itself, its grantees (other than the grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.
4. In the event Grantor elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make use of the property covered by this indenture, and in connection therewith requires the removal of any facilities placed by Grantee on Grantor's property or should any facilities of Grantee need renewal or repair, Grantee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Grantee's risk and expense. In the event removal is required, the facilities may be relocated at such location on Grantor's property as designated by Grantor, provided that Grantor's authorized representative determines that such location is reasonably available. Renewal or repair shall be to such condition as is indicated by Grantor's authorized representative. If Grantee fails to comply with the foregoing, Grantor

shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Grantee.

5. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with plans and specifications which have been approved by Grantor's Vice President Maintenance or his duly authorized representative, perform all work and furnish any material necessary for the construction of the Roadway. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

6. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the construction of the Roadway, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this temporary easement(s) is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

7. The Grantor does not warrant title to the said described premises in which the foregoing easement(s) is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement(s) aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

8. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain and execute from the Grantor's authorized representative the Grantor's current Right Of Entry form, and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switch tenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. (Flagmen are required for all machines work to be performed closer than 50 feet to the centerline of our tracks). Flagmen will be paid in accordance to the Alabama Department of Transportation's Standard Specification for Highway Construction.

9. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) liability Insurance is to be provided in accordance with the Alabama Department of Transportation's Standard

Specification for Highway Construction.

10. If the public use of the temporary easement(s) on the premises described in this indenture, for the purposes expressed in it, shall be abandoned or discontinued, the said easement(s) shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

11. Subject to the provisions of the foregoing Section 10, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed as of the _____ day of _____, 2018.

WITNESS:

ILLINOIS CENTRAL RAILROAD COMPANY

By _____

Title:

Arthur L. Spiros
Sr. Manager Business Development
& Real Estate

ATTEST:

ACCEPTED:

CITY OF MOBILE

By: _____

Title:

Title:

L:\WPDocs\ID017\PO04\00069268.docx



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

Facilitate widening of Zeigler Blvd.

Amount of Contract:

n/a

Funding Source

Project #

Discretionary Funds

Project String n/a

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Agreement for Local Agency Roadway Improvements	Cover Memo	11/1/2018

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/1/2018 - 1:50 PM
Finance	McMillan, Marilyn	Approved	11/1/2018 - 3:19 PM
Legal	Coumanis, Keri	Approved	11/8/2018 - 10:23 AM
Mayors Office	Wesch, Paul	Approved	11/8/2018 - 12:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of -- _____ (Date)

Item No. -- _____

Submitted by: Engineering Nick Amberger
Department Department Head

Sponsored by: William S. Stimpson Mayor – City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

CONTRACT NAME: Agreement for local agency roadway improvements with Illinois Central Railroad Company

PURPOSE & SCOPE OF PROJECT: facilitate widening of Zeigler Blvd.

AGREEMENT X ORDINANCE _____ OTHER _____

AMOUNT OF CONTRACT: \$ n/a

Funding Source:

Project # n/a (GL No.) Discretionary Funds _____

Project String: _____

Project Description: _____

Budget Amendment: Reduce _____ Increase _____

Grant Funds _____ Matching Funds _____

Associated Costs:

Current year (itemize)

Type: _____ Amount: _____

Future years

Year*: _____ n/a Amount: _____ n/a

*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: _____

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Illinois Central Railroad Company
Project Name: Agreement for Local Agency Roadway Improvements
Estimated Cost: n/a
Adopted:

City Clerk

AGREEMENT
FOR
LOCAL AGENCY ROADWAY IMPROVEMENTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between the STATE OF ALABAMA, acting by and through its Department of Transportation, and the CITY OF MOBILE, hereinafter referred to as the "Local Agency" and the ILLINOIS CENTRAL RAILROAD COMPANY, hereinafter referred to as "Railroad";

WITNESSETH

Whereas, CR-656, Zeigler Boulevard, parallels the Railroad right of way at the location listed on the attached Exhibit "C", by reference hereto made a part hereof; and

Whereas, in the interest of public convenience, the Local Agency hereto proposes to widen and maintain CR-656; and

Whereas, the parties hereto agree to accomplish the proposed improvements, all or in part, through the use of Federal, State and/or Local Agency funds which are provided under applicable Federal, State and/or Local Agency Act, Law and/or appropriation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

ARTICLE I. For the purpose of identifying the plans, specifications, estimates and other documents, this project will be designed as "STPMB-7550(600) 100045453 CR-656 (Zeigler Blvd.) Add Lanes from Athey Rd. to Forrest Hill Drive Tract 14 County of Mobile."

ARTICLE II. The Project covered under this agreement shall be subject to the "SPECIAL PROVISIONS" attached hereto as Exhibit "B", by reference made a part hereof, and to all applicable Federal and State laws,

rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general.

ARTICLE III. Terms and conditions covering the permanent easement and temporary easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Railroad and the City of Mobile and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to the Railroad.

ARTICLE IV. The Local Agency shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements listed under "WORK TO BE PERFORMED BY LOCAL AGENCY" on Exhibit "A" and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement.

ARTICLE V. In the event the work to be performed by Local Agency is to be let by contract, Local Agency shall require its contractor(s) before entering upon the tracks or premises of Railroad, or performing any work thereon, to obtain and execute from the Grantor's authorized representative the Grantor's current Right Of Entry form, and to confer with the Railroad relative to its requirements for clearances, operations and general safety regulations. In the event any work performed under this Agreement is located within fifty (50) feet from the centerline of the railroad track or otherwise has the ability to foul the tracks (i.e. a forty foot boom used thirty feet from the track), the Railroad reserves the right to require and furnish Local Agency's contractor(s), at the sole cost and expense of said contractor(s), protective services such as, but not limited to, flagman, watchman or other as the Railroad may deem desirable to promote safety and continuity of rail traffic during the progress of the work, for which said contractor(s) shall be required to prepay for services if planned or routine maintenance or if an emergency situation reimburse the Railroad promptly upon receipt of the bills, and the Local Agency shall withhold final payment to the said contractor(s) until the Railroad has notified Local Agency that all such bills have been settled. For any such work which is performed by the Railroad for the Local Agency's own forces, Local Agency hereby agrees to so reimburse the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

ARTICLE VI. In the event the work to be performed by Local Agency on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Local Agency shall require contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractor's Public Liability and Property Damage Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per

occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Protective Public Liability and Property Damage Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Illinois Central Railroad Company as the insured and a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with an original of the Railroad Protective Policy, and, in addition, certificate(s) of insurance evidencing the other insurance coverages specified herein. The Railroad Protective Policy and the certificate(s) of insurance must meet with the approval of the Railroad before any work shall be commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

ARTICLE VII. Each party will provide the necessary construction engineering and inspection for carrying out its work as set forth in Exhibit "A" and the costs for such services shall be borne by the project. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Local Agency, as said work may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be deemed a project expense.

ARTICLE VIII. Subsequent to the award of any contract or contracts by Local Agency, and before any work is started on this project, a conference shall be held between the representatives of the Local Agency, the Railroad and the interested contractor(s), at a time and place as designated by the Local Agency's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted. Such schedule of operations will provide sufficient lead-time for the parties to order and assemble their respective materials.

ARTICLE IX. The Local Agency agrees, to the extent it lawfully may, to indemnify the Railroad against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by the Local Agency and caused by the negligence of Local Agency.

Local Agency shall require any contractor retained by Local Agency to perform work on Local Agency's behalf to obtain and execute a Right of Entry form, as set forth in Article V, prior to entering upon Railroad's right-of-way indemnifying Railroad and saving it harmless from and against loss and damage to any property, and injury to or death of any persons, and from court costs and attorney's fees, and expenses incident thereto, arising out of the work the contractor will be performing on Local Agency's behalf.

ARTICLE X. The Railroad agrees to indemnify the Local agency against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by Railroad and caused by the negligence of Railroad or its officers, agents or employees.

ARTICLE XI. The improvements contemplated herein shall be placed in service immediately after the same are complete, pending final inspection by representatives of the parties hereto and representatives of any participating State and/or Federal Agencies if State and/or Federal funds are utilized. The Local agency shall notify Railroad of the date on which the completed improvements will be ready for final inspection.

ARTICLE XII. After completion of the work contemplated under this agreement, the Local Agency, at its sole cost and expenses, shall operate and own and perpetually maintain or cause to be maintained the roadway and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the roadway and appurtenances, in whole or part as may be needed.

ARTICLE XIII. In the event that delays or difficulties arise in securing necessary State or Federal approvals, or in acquiring rights of ways, or in settling damage claims, or for any other cause which in the opinion of the Local Agency renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, Local Agency may serve formal notice of cancellation upon the Railroad and this agreement shall thereupon terminate. In the event of cancellation, Local Agency shall reimburse the Railroad for all eligible cost and expense incurred by the Railroad prior to receipt of notice of cancellation and payment by Local Agency.

ARTICLE XIX. This agreement shall be binding on the parties hereto, their successors and assigns.

Balance of page left blank.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered and original, by their fully authorized officials as of the day and date first written above.

WITNESS

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Title:

Arthur L. Spiros
Sr. Manager Business Development
& Real Estate

ATTEST:

ACCEPTED:

STATE OF ALABAMA

By: _____

Title:

Title:

ATTEST:

ACCEPTED:

CITY OF MOBILE

By: _____

Title:

Title:

EXHIBIT A

IDENTIFICATION:

RAILROAD: Illinois Central Railroad Company

RR MILEPOST: Beaumont Subdivision approximate MP 8.5

ROAD NAME: Ziegler Boulevard

LOCATION Mobile, Alabama

EXISTING CONDITIONS:

No existing roadway on Railroad Right of Way

DESCRIPTION OF WORK TO BE PERFORMED BY RAILROAD:

1. Furnish flagmen as required (at contractor's expense).
2. Facility relocation, as required, for the roadway and appurtenances (at project's expense).
3. Incidental work necessary for completion of above.

DESCRIPTION OF WORK TO BE PERFORMED BY LOCAL AGENCY:

1. Construction of roadway and appurtenances, in accordance with plans and specifications to be prepared by Local Agency and approved by Railroad.
2. Incidental work necessary for completion of above.

ESTIMATED COST:		\$
RAILROAD's SHARE OF COST:	NONE	\$ 0
LOCAL AGENCY'S SHARE OF COST:		Remainder

NOTIFY BEFORE COMMENCING WORK:

Illinois Central Railroad Company
c/o Mr. J. L. Glause
Senior Manager of Engineering
P.O. Box 2600
Jackson, MS 39207
ph. (901)789-6360

SUBMIT PLANS TO:

Illinois Central Railroad Company
c/o Mr. J. W. Dinning
Manager Public Works
P.O. Box 2600
Jackson, MS 39207
ph. (601)914-2658



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To facilitate widening of Zeigler Blvd.

Amount of Contract:

\$22,240.00

Funding Source

Project # C0053

Project String 20002000-48040

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:1896

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Permanent Easement for Roadway Purposes	Cover Memo	11/1/2018

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/1/2018 - 1:56 PM
Finance	McMillan, Marilyn	Approved	11/1/2018 - 3:26 PM
Legal	Hill, Ashton	Approved	11/5/2018 - 8:27 AM
Mayors Office	Wesch, Paul	Approved	11/8/2018 - 10:23 AM

(2 COPIES REQUIRED)

PROJECT NAME: *Permanent Easement for Roadway Purposes*

PROJECT #: C0053 DATE OF RECEIPT:

PROJECT DESCRIPTION: easements to facilitate widening of Zeigler Blvd.

CONTRACT AMOUNT: \$22,240.00

VENDOR NAME: Illinois Central Railroad Company

VENDOR NUMBER: 90800

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

[illegible]**RETAINAGE INFORMATION:**

SHOULD RETAINAGE BE WITHHELD? Y 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: Shari Kritzberger Date 10/31/2018

AGENDA ITEM SUMMARY SHEET

Agenda of -- _____ (Date)

Item No. -- _____

Submitted by: Engineering Nick Amberger
Department Department Head

Sponsored by: William S. Stimpson Mayor -- City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

CONTRACT NAME: Permanent easement with Illinois Central Railroad
Company for roadway purposes

PURPOSE & SCOPE OF PROJECT: facilitate widening of Zeigler Blvd.

CONTRACT: X ORDINANCE _____ OTHER _____

AMOUNT OF CONTRACT: \$ 22,240.00

Funding Source:

Project # C0053 (GL No.) Discretionary Funds _____

Project String: 20002000-48040

Project Description: Right of way and Realty

Budget Amendment: Reduce _____ Increase _____

Grant Funds _____ Matching Funds _____

Associated Costs:

Current year (itemize)

Type: _____ Amount: _____

Future years

Year*: _____ n/a Amount: _____ n/a

*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: _____

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Illinois Central Railroad Company
Project Name: Permanent Easeway for Roadway Purposes
Estimated Cost: \$22,240.00
Adopted:

City Clerk

Zeigler Boulevard
Project No. STPMB-7550(600)
CPMS Proj. No. 100045453
Tract No. 14
State of Alabama
County of Mobile

PERMANENT EASEMENT FOR ROADWAY PURPOSES

THIS INDENTURE, made and entered into this _____ day of _____, 2018, WITNESSETH that the Grantor, ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, for and in consideration of the sum of TWENTY-TWO THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$22,240.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the CITY OF MOBILE, Grantee, a permanent easement for the purpose of construction, operation and maintenance along County Road 656 (Zeigler Boulevard), in accordance with the plans on file at the Alabama Department of Transportation Southwest Region Office in Mobile, Alabama, over, across and upon the land situated in the NW ¼ of SE ¼ and the NE ¼ of SE ¼. Section 10, and a part of the NW ¼ of SW ¼, Section 11 Township 4-S, Range 2-W, Mobile County, Alabama and being more particularly described as follows and shown on print(s) attached hereto and made a part hereof:

PERMANENT EASEMENT:

Commencing at the SE corner of the NW 1/4 of the SW 1/4 of Section 11;

thence in a westerly direction along the quarter section line a distance of 346 feet, more or less, to a point on the south present R/W line of the Illinois Central Railroad Company;

thence in a westerly direction along the said present R/W line a distance of 986 feet, more or less to a point on the east present R/W line of the Illinois Central Railroad Company, which is the point and place of BEGINNING;

thence S 0°17'0" W and along the said present R/W line a distance of 51.49 feet to a point on the south present R/W line of Illinois Central Railroad Company;

thence following the curvature thereof an arc distance of 1164.06 feet and along the said present R/W line to a point on the said present R/W line (said arc having a chord

bearing of N 70°8'11" W, a clockwise direction, a chord distance of 1162.12 feet and a radius of 5820.25 feet);

thence N 64°38'7" W and along the said present RW line a distance of 1426.29 feet to a point on the required permanent easement line (said line offset 73' LT and parallel with centerline of project);

thence following the curvature thereof an arc distance of 315.95 feet and along the required permanent easement line to a point on the required permanent easement line (said point offset 70' LT and perpendicular to centerline of project at station 151+00.00) (said arc having a chord bearing of S 72°48'38" E, a clockwise direction, a chord distance of 314.86 feet and a radius of 1099.40 feet);

thence N 89°46'6" E and along the required permanent easement line a distance of 11.79 feet to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 151+10.00);

thence S 64°39'57" E and along the required permanent easement line a distance of 1155.78 feet to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at PC station 162+65.52);

thence following the curvature thereof an arc distance of 1070.35 feet and along the required permanent easement line to a point on the required permanent easement line (said point offset 75' LT and perpendicular to centerline of project at station 173+50.00) (said arc having a chord bearing of S 70°5'17" E, a counterclockwise direction, a chord distance of 1068.69 feet and a radius of 5547.84 feet);

thence S 81°54'50" E and along the required permanent easement line a distance of 20.22 feet; to the point and place of BEGINNING, containing 2.78 acres, more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. Terms and conditions covering the construction and maintenance of said Roadway across and upon said easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Grantee and Grantor and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to Grantor. It is expressly understood and agreed that no work of any sort shall be performed on said easement area(s) by the Grantee prior to the execution of said construction and maintenance agreement.

3. The Grantor reserves to itself, its grantees (other than the grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, that portion of said described premises which is not being used for Road Purposes (i.e. no "improved road surface or supporting facilities" are constructed upon it) and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of that portion of said premises not being used for Road Purposes, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. In the event Grantor elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make use of the portion of the property covered by this indenture which is not being used for Road Purposes, and in connection therewith requires the relocation of any facilities placed by Grantee on Grantor's property or should any facilities of Grantee located on or under the property described herein need renewal or repair, Grantee shall, within 30 days of receipt of notice, arrange for such relocation, renewal or repair at Grantee's risk and expense. In the event relocation is required, the facilities may be relocated at such location on Grantor's property as designated by Grantor provided that said facilities can be relocated without interference with the use of the said premises as provided in this easement, impair the highway including drainage structures and utility buffers, or interfere with the free and safe flow of traffic thereon. If Grantee fails to comply with the foregoing, Grantor shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Grantee.

5. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with plans and specifications which have been previously approved by Grantor's Vice President-Maintenance or his duly authorized representative, perform all work and furnish any material necessary for the construction and maintenance of the Roadway. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

6. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable

to, the construction, maintenance, use or operation of the Roadway, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this permanent easement is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

7. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

8. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's property, to obtain and execute from the Grantor's authorized representative the Grantor's current Right Of Entry form, and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switch tenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. (The City's contractor will install an orange safety fence along the permanent easement line. Flagmen will be required when the contractor works on the railroad side of the fence; when the contractor performs work closer than 50 feet from the centerline of the tract; or, when the contractor performs work further than 50 feet from the centerline of the track but uses equipment with the capacity to foul the track.)

Flagmen will be paid in accordance to the Alabama Department of Transportation's Standard Specification for Highway Construction.

9. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) liability Insurance is to be provided in accordance with the Alabama Department of Transportation's Standard Specification for Highway Construction.

10. If the public use of the permanent easement on the premises described in this indenture, for the purposes expressed in it, shall ever be abandoned or discontinued, the said easement shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the

said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

11. Subject to the provisions of the foregoing Section 10, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed as of the _____ day of _____, 2018.

WITNESS:

ILLINOIS CENTRAL RAILROAD COMPANY

By _____

Title:

Arthur L. Spiros
Sr. Manager Business Development
& Real Estate

ATTEST:

ACCEPTED:

CITY OF MOBILE

By: _____

Title:

Title:



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Kimberly Clark rezoning	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 2:09 PM

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF HEARING ON PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the attached amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance." The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of Government Plaza, 205 Government Street, Mobile Alabama, on the 20th day of November, 2018, at 10:30 am. At such time and place all persons who desire shall have an opportunity to be heard in opposition to, or in favor of the amendment. Furthermore, the City Council, at this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

This notice is published pursuant to a resolution of the City Council of Mobile adopted on the 23rd day of October, 2018.

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of November, 2018, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 26th day of October, 2018,, in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

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

Lisa C. Lambert
City Clerk



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

October 18, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 20, 2018 considered the request of Kimberly Clark Corporation. for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District to I-2, Heavy Industry District, for the property located at the Northeast corner of Paper Mill Road and Africatown Boulevard.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mncy

Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 25, 2018

Kimberly Clark Corporation
C/O Nathan Rhodes
P. O. Box 80615
Indianapolis, IN 46280

Re: Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
ZON-000651-2018
Kimberly Clark Corporation

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

At its meeting on September 20, 2018, the Planning Commission considered your request for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District

At the meeting, the Commission decided to recommend the application for Approval to the City Council, subject to the following:

- 1) **Completion of the Subdivision process; and**
- 2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is \$413.20. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

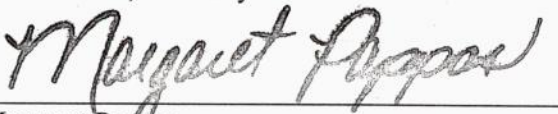
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

cc: Hargrove & Associates Inc.

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 THROUGH 3, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BAY BRIDGE ROAD, (VARIABLE WIDTH PUBLIC R/W), WITH THE WEST RIGHT OF WAY LINE OF ALABAMA STATE DOCKS AND TERMINAL RAILROAD, (100-FOOT RAILROAD R/W), THENCE S-78°-54'24"-W ALONG THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 204.40 FEET; THENCE N-04°-34'-35"-E LEAVING THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 24.92 FEET; THENCE N-77°-53'-10"-E FOR 41.89 FEET; THENCE N-14°-48'-53"-W FOR 1099.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PAPER MILL ROAD, (VARIABLE WIDTH PUBLIC R/W); THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 527.50 FEET AND A DELTA ANGLE OF 18°-23'-54", THE CHORD OF WHICH BEARS N-14°36'-09"-E FOR 168.66 FEET, FOR AN ARC DISTANCE OF 169.38 FEET; THENCE N-23°-48'06"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 20.35 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 517.47 FEET AND A DELTA ANGLE OF 11°-23'-14" THE CHORD OF WHICH BEARS N-18°-06'-22"-E FOR 102.68 FEET, FOR AN ARC DISTANCE OF 102.85 FEET; THENCE N-42°-18'-35" -E, LEAVING THE EAST

RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 390.27 FEET; THENCE N-66°-35'-36"-E FOR 204.48 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; THENCE SOUTHERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 1861.19 AND A DELTA ANGLE OF 45°-59'-07", THE CHORD OF WHICH BEARS S-00°-44'-39"-E FOR 1424.03 FEET, FOR AN ARC DISTANCE OF 1461.28 FEET; THENCE S-21°-44'-54"-W, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD, FOR 304.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.2618 ACRES OR 795484 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District**, to **I-2, Heavy Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-2, Heavy Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process and; 2) full compliance with all municipal codes and ordinances.**

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

adopted:

Lisa Lambert, City Clerk

Kimberly Clark Corporation
Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
Levon C. Manzie



MOBILE CITY PLANNING COMMISSION

Mailing Address:

Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location

Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

AUG 14 '18 8:26AM

119.48/cc

NOTE: SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, INCLUDING THE SITE PLAN, must be submitted along with SEVEN (7) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

☒ **Zoning Change**
\$ 100.00

(if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**
\$ 150.00
(non-profit \$ 50.00)

☐ **Planned Unit Development**
\$ 150.00

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

1. Applicant: Kimberly Clark Corporation
(if other than owner, must furnish written authorization from owner)
Full Address: P.O. Box 80615, Indianapolis, IN 46280 c/o Nathan Rhodes
Telephone: 251-330-3022 Email: nlrhodes@kcc.com
2. Owner: Kimberly Clark Corporation
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession in the land area and any structures thereon)
3. Attach a brief description of property location: NE corner Bay Bridge Rd & Paper Mill Rd. West of railroad.
4. Attach a copy of the legal description and parcel number of the property in question. _____
(Parcel Number)
5. Present Zoning: B-2, R-2 & I-2 Proposed Zoning: I-2
6. Area of property, sq. ft. or acres: 18.262 acres
7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
8. **PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
9. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
10. **Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D 2.a. for other required documentation).
11. **SITE PLAN must be filed with this application (7 COPIES)** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
12. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☐ YES ☐ NO
If YES, are they shown on the Site Plan? ☐ YES ☐ NO
13. **LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).
14. **SIGNATURE:** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

DATE 8/14/18

APPLICANT'S SIGNATURE: NATHAN RHODES

ZONING AMENDMENT STAFF REPORT**Date: September 20, 2018****NAME**

Kimberly Clark Corporation

LOCATION

Northeast corner of Paper Mill Road and Africatown Boulevard

**CITY COUNCIL
DISTRICT**

District 2

PRESENT ZONING

B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District

PROPOSED ZONING

I-2, Heavy Industry District

AREA OF PROPERTY

18.2± Acres

CONTEMPLATED USE

Rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

**TIME SCHEDULE
FOR DEVELOPMENT**

August 2018

**ENGINEERING
COMMENTS**

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain

Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING **COMMENTS**

No comments

URBAN FORESTRY **COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 61-929 and City Code Chapters 57 and 64).

FIRE DEPARTMENT **COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code).

REMARKS

The applicant is requesting rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. Specifically, the applicant wishes to resolve a split-zoning issue to accommodate an existing paper manufacturing facility.

The site was part of a two-lot Subdivision approved by the Planning Commission at its June 21, 2018 meeting. One of the conditions of the Subdivision approval was the rezoning of this site to eliminate the split-zoning, prior to the signing of the Final Plat.

The site is bounded to the North and East by I-2, Heavy Industry District; to the West by R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-2, Neighborhood Business District; and to the South by R-1, Single-Family Residential District and B-2, Neighborhood Business District.

The site has been given a Heavy Industry (HI) land use designation, per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides

additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant does not specifically state which of the four conditions makes the proposed rezoning necessary and desirable, however as previously mentioned, a recent Subdivision

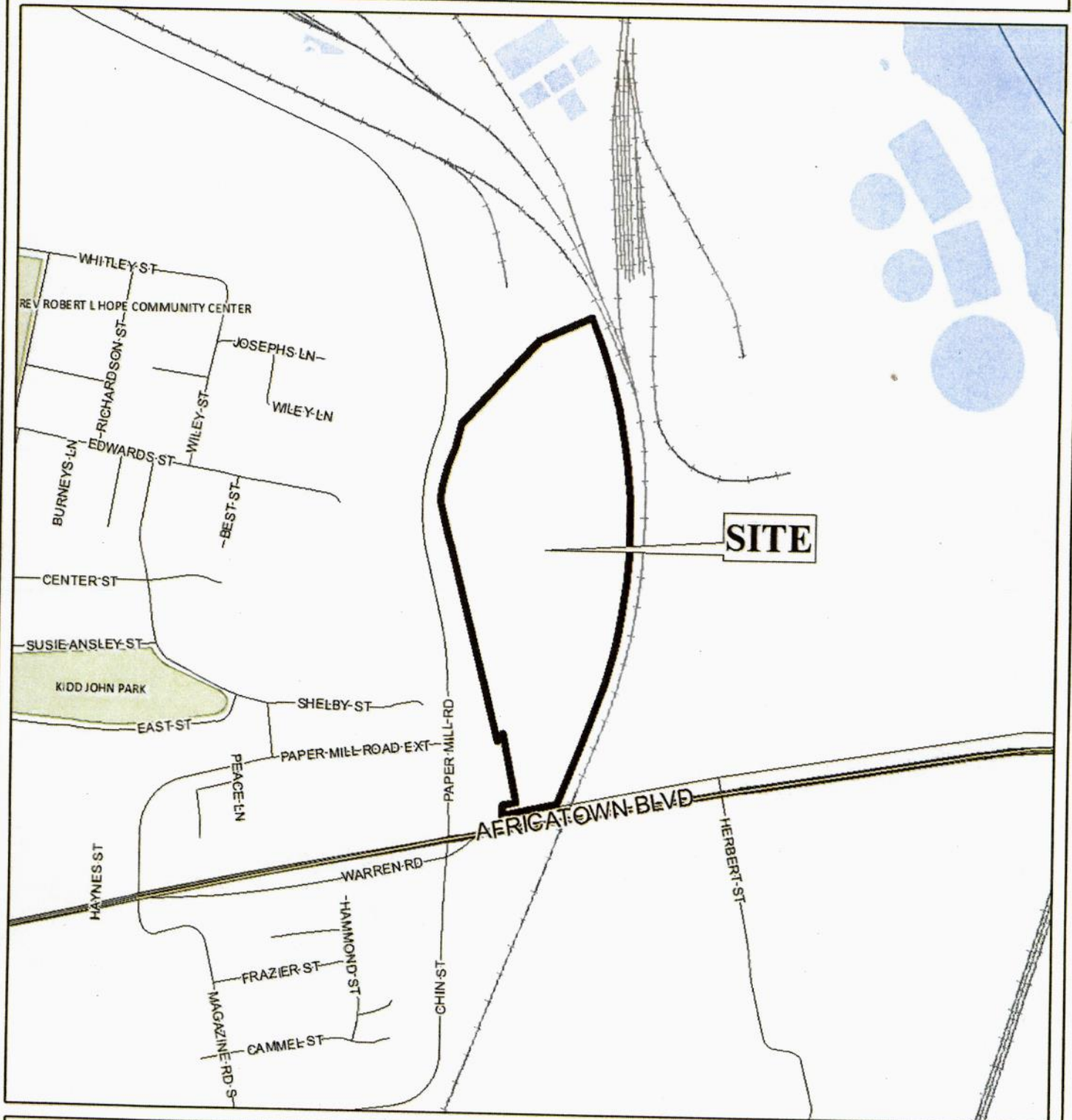
tentatively approved by the Planning Commission would result in a split-zoned lot if the current rezoning application is denied, therefore rendering the Subdivision approval invalid. Given that the proposed rezoning is to accommodate a development that has occupied the site since at least 1940, the rezoning may be appropriate.

RECOMMENDATION

Based on the preceding, the application is recommended for Approval, subject to the following:

- 1) Completion of the Subdivision process; and
- 2) Full compliance with all municipal codes and ordinances.

LOCATOR MAP

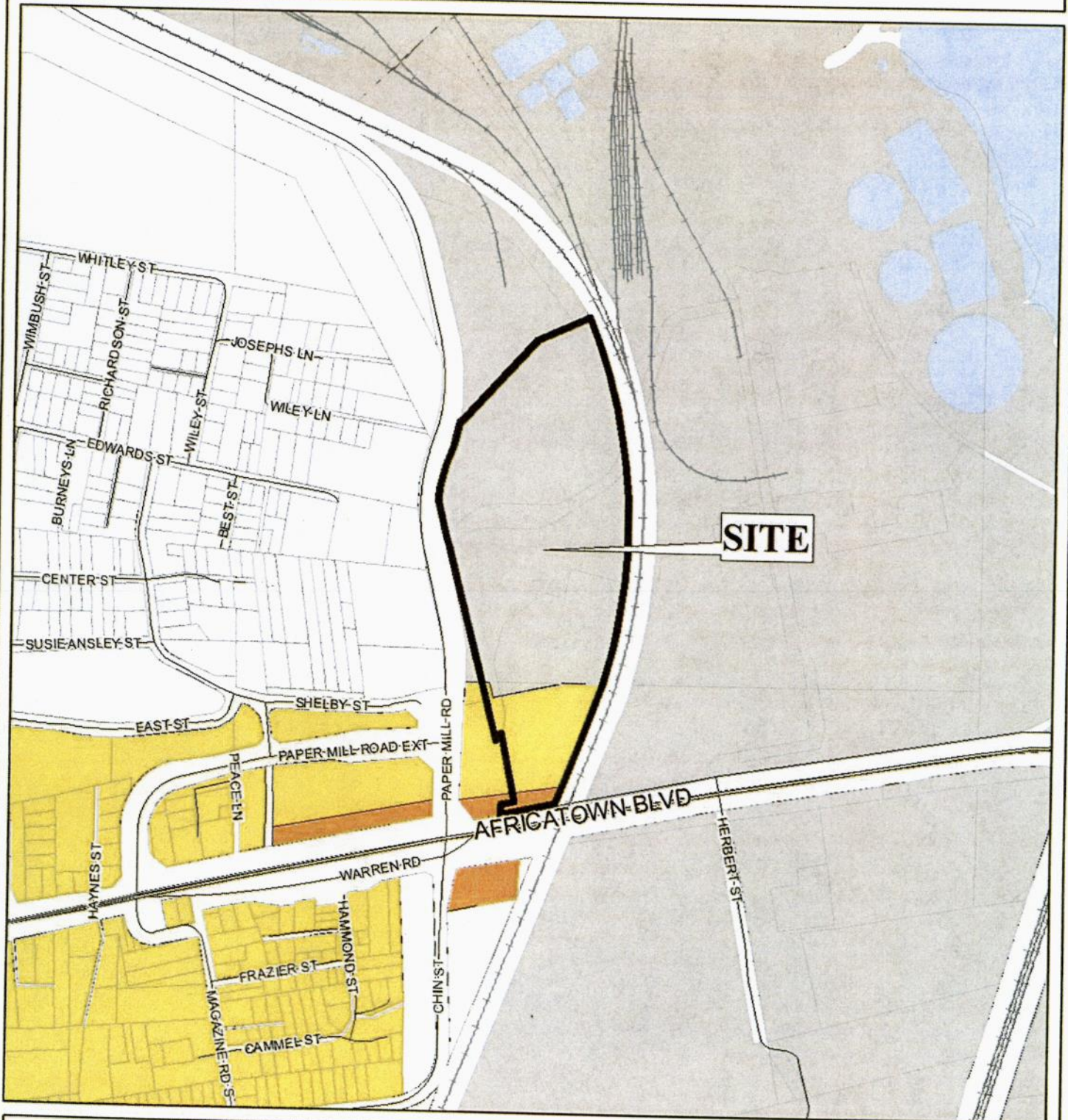


APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2

LOCATOR ZONING MAP



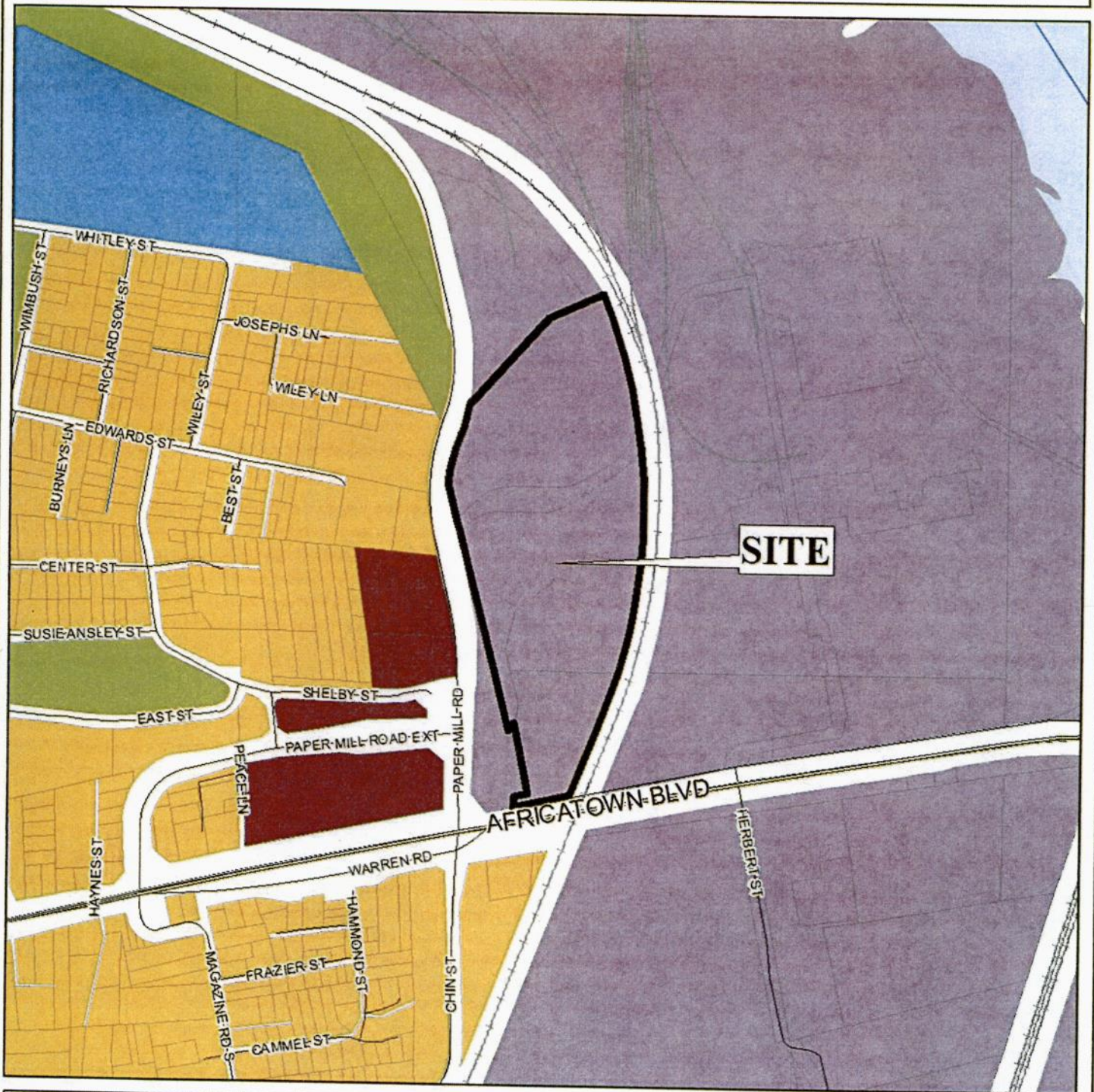
APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

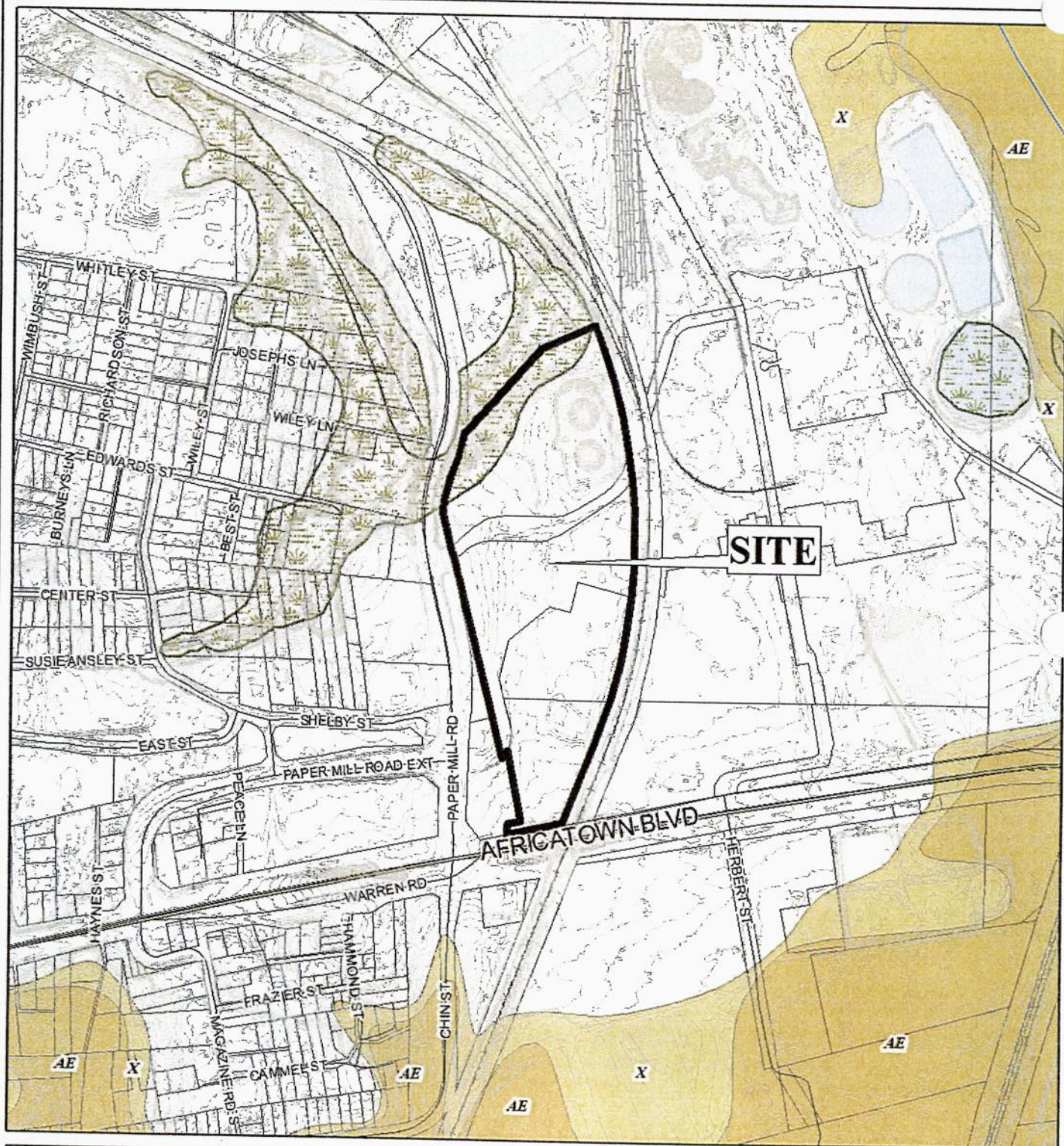
REQUEST Rezoning from R-2, B-2, and I-2 to I-2

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



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

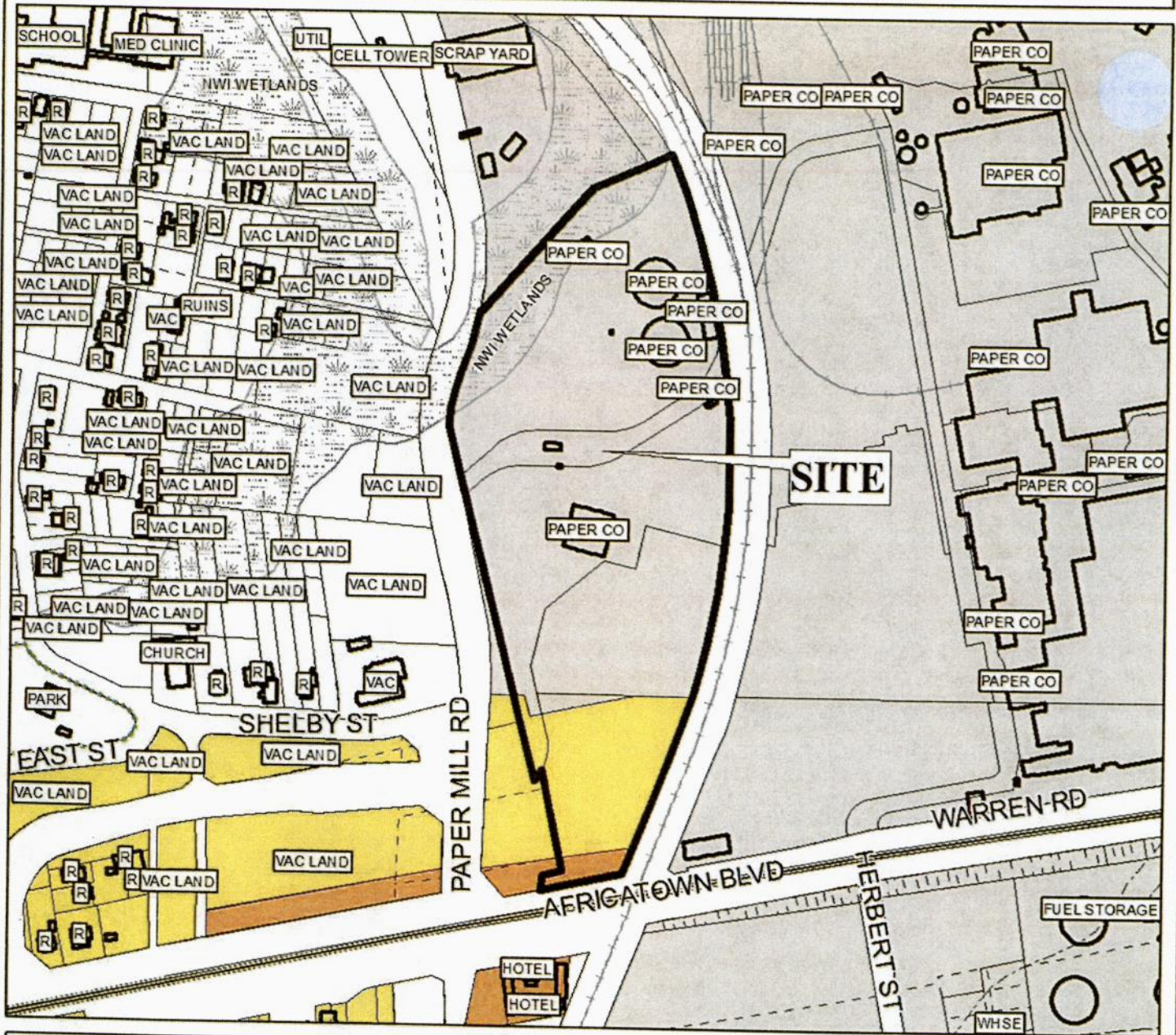
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

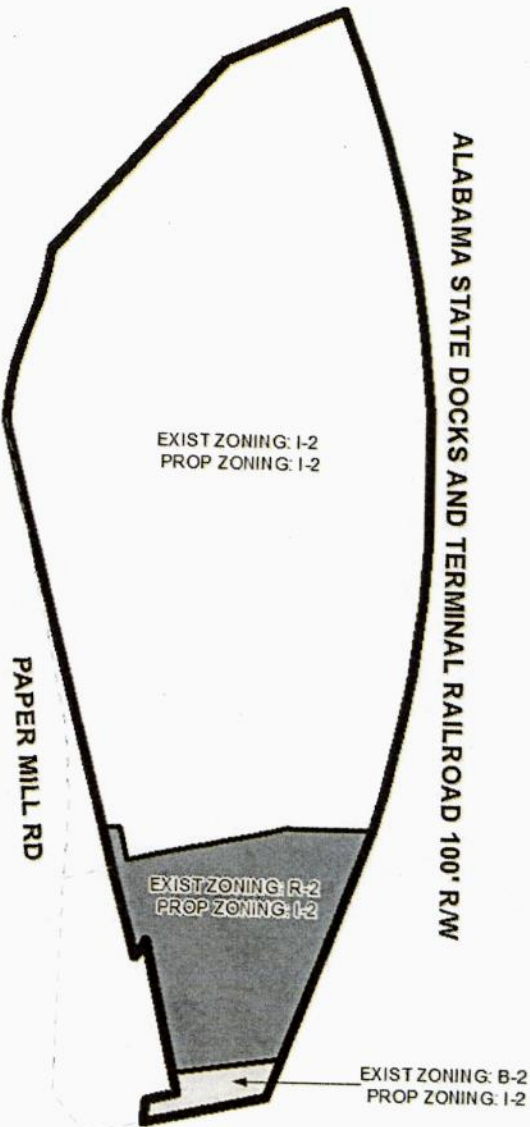
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

SITE PLAN



The site plan illustrates the proposed zoning changes.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, Al 36610

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, Al 35291

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, Al 36602

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, Al 36618

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, Al 36610

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

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



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

James H. Barber, Public Safety Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive funding from the U.S. Department of Justice for the Justice Reinvestment Initiative: Reducing Violent Crime by Improving Justice System Performance FY 2018 Competitive Grant in the amount of 1,250,000.00. (No Local Match)

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$1,250,000.00

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
31-802	Cover Memo	11/16/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/13/2018 - 11:56 AM
Legal Hill, Ashton	Approved	11/15/2018 - 10:32 AM
Mayors Office Wesch, Paul	Approved	11/15/2018 - 2:58 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of \$1,250,000.00 for the Justice Reinvestment Initiative: Reducing Violent Crime by Improving Justice System Performance FY 2018 Competitive Grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U. S. Department of Justice and any other federal agency. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Chief Lawrence L. Battiste, IV, Police Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive funding from the State of Alabama Law Enforcement Agency (ALEA) for FY 2016 Homeland Security Grant Program in the amount of \$25,000.00. (No Local Match)

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$25,000.00

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
31-803	Cover Memo	11/16/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/13/2018 - 11:56 AM
Legal Hill, Ashton	Approved	11/15/2018 - 10:34 AM
Mayors Office Wesch, Paul	Approved	11/15/2018 - 2:58 PM

31-803

2018

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the State of Alabama Law Enforcement Agency (ALEA), a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of \$25,000.00 for the FY 2016 Homeland Security Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the State of Alabama Law Enforcement Agency. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

James H. Barber, Public Safety Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

The Memorandum of Understanding is made and entered into, by and between the City of Mobile and Rape Crisis Center, a program of Family Counseling Center (RCC) for the FY 18 Sexual Assault Kit Initiative (SAKI) Grant.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Memorandum of Understanding	Cover Memo	11/8/2018
31-804	Cover Memo	11/16/2018

REVIEWERS:

Department Reviewer	Action	Date
Legal Hill, Ashton	Approved	11/15/2018 - 10:44 AM
Mayors Office Wesch, Paul	Approved	11/15/2018 - 2:58 PM

**U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE
FY18 SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT**

**MEMORANDUM OF UNDERSTANDING
Between
RAPE CRISIS CENTER,
a program of FAMILY COUNSELING CENTER OF MOBILE
And
CITY OF MOBILE**

This Memorandum of Understanding (MOU) is made and entered into, by and between the City of Mobile, Mobile, Alabama and the Rape Crisis Center, a program of Family Counseling Center (RCC).

I. BACKGROUND

The City of Mobile (City) submitted an application to the U.S. Department of Justice Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant in the amount of \$1,500,000.00. This grant will fund the continued evaluation of unsubmitted sexual assault kits (SAKs) and tracking the custody, inventory, testing and prosecution of SAKs currently in possession of the Mobile Police Department (MPD). This solicitation does not require a local match.

The Rape Crisis Center, a program of Family Counseling Center (RCC) will assist the MPD through the evaluation of SAKs throughout the testing and prosecutorial process, as well as provide a dedicated Victim Advocate to be housed within the Family Justice Center - Rape Crisis Center for prosecutorial services for all sexual assault cases.

II. PURPOSE

This MOU evidences the intent of the City and the Rape Crisis Center, a program of Family Counseling Center to cooperate in the planning, execution and financial support of this project. The City of Mobile Police Department will work with RCC to perform the grant activities.

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The City will provide payment to the Rape Crisis Center, a program of Family Counseling Center (RCC) for victim advocacy and counseling conducted as deemed necessary and pertinent to the completion of the Bureau of Justice Assistance FY17 Sexual Assault Kit Initiative (SAKI) Grant requirements. The City of Mobile, Mobile Police Department, Rape Crisis Center, a program of Family Counseling Center (RCC) and citizens within the Southern District of Alabama will benefit from this project.

IV. **EACH PARTY SHALL:**

- A. The Rape Crisis Center, a program of Family Counseling Center (RCC) will serve as partner for the duration of the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- B. RCC will assist the Mobile Police Department and its partners in preparing, processing and prosecuting cases presented as a result of positive DNA hits from unsubmitted SAKs in order to help further document and solidify the results of the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- C. The goal of RCC is to assist the MPD in preparing, processing and prosecuting cases presented as a result of positive DNA hits from unsubmitted SAKs.
- D. RCC will provide analysis of information and data collected as it relates to the SAKI Grant Performance Measures.
- E. RCC will maintain all information provided by the Mobile Police Department in a confidential manner and will not release the information to third parties without the express written consent of the Mobile Police Department.
- F. RCC will provide any and all research results and information funded by the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- G. Mobile Police Department will afford RCC access to department data collected prior to the start date of the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant, as well as any data collected throughout the duration of the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- H. The City will provide to RCC, per the specifications of the grant guidelines, a maximum payment of \$175,173.00 of the total amount of grant funding requested by the City of Mobile, to directly provide victim advocacy and counseling activities to support the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- I. The RCC will provide dedicated victim advocates whose job will be to directly provide victim advocacy to support the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- J. The RCC dedicated Victim Advocates will be housed within the Family Justice Center located at the Rape Crisis Center at 705 Oak Circle Drive East, Mobile, Alabama 36609.

V. **IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. Any implementation of the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant is contingent upon the funding of the application. Any funding of a partner agreement is also contingent upon funding of the application.
- B. Any subsequent decrease in grant funding after said award will also result in a proportionate decrease in funding to RCC.
- C. The City will receive funds in the amount of \$1,500,000.00 from the Bureau of Justice Assistance FY17 Sexual Assault Kit Initiative (SAKI) Grant.
- D. There is no local match required of the City as applicant per the Department of Justice Competitive Solicitation Number: BJA #2018-AK-BX-0016.
- E. RCC will serve as partner for the period as designated by the grant guidelines of the Department of Justice, Bureau of Justice Assistance, and the Bureau of Justice Assistance FY18 Sexual Assault Kit Initiative (SAKI) Grant.
- F. The City will provide to RCC, per the specifications of the grant guidelines, a maximum payment of \$175,173.00 of the total amount of grant funding requested by the City of Mobile, to directly provide victim advocacy and counseling activities to support the Bureau of Justice Assistance FY1 Sexual Assault Kit Initiative (SAKI) Grant.
- G. Upon funding of the grant application, the City of Mobile will supply RCC with a Payment Procedures Document which outlines the documentation of hours and the request for payment.
- H. Upon completion of the grant, RCC will return any residual funds to the City. The City will subsequently return any residual funds to the Department of Justice, Bureau of Justice Assistance.
- I. This MOU is executed as of the last date shown below and expires at the expiration of the grant period, September 30, 2021, unless amended or extended by the Department of Justice and the grantee.



Chandra Brown, Executive Director
Family Counseling Center of Mobile

DATE: 10/18/18

William S. Stimpson, Mayor
City of Mobile

DATE: _____

31-804

2018

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to enter into a Memorandum of Agreement with the Rape Crisis Center to partner on the FY 2018 Sexual Assault Kit Initiative (SAKI) Grant that was awarded in the amount of \$1,500,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents in connection with the grant and to provide any information required by the U. S. Department of Justice and any other federal agency. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 1012 New St. Francis Street - ME-303-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1012 New St. Francis Street	Cover Memo	11/13/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:37 AM

RESOLUTION

Sponsored by: Councilmember Levon C. Manzie – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the structure at **1012 New St. Francis Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 6, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1012 New St. Francis Street** described as:

COM AT NE COR OF THE INTERSECTION OF NEW ST FRANCIS ST
AND PINE ST & RUNNING TH ELY ALG THE N/L OF NEW ST
FRANCIS ST A DIS OF 42.4 FT M/L TO PT ON EXISTING FENCE
LINE BETWEEN PPTY CONVEYED & PPTY NOW OR FORMERLY
BELONGING TO APPLETON E. PRITCHARD & DRURY O
PRITCHARD LYING IMMEDIATELY EAST THEREOF RUNNING TH
NLY ON & ALG SAID FENCE LINE A DIS OF 114.2 FT M/L TO PT
ON EXISTING FENCE LINE IN REAR OF PPTY HEREIN CONVEYED
RUNNING TH WLY ON & ALG SAID FENCE LINE A DIS OF 43.2 FT
M/L TO PT ON E/L OF PINE ST RUNNING TH SLY ALG E/L OF
PINE ST 115.7 FT M/L TO POB ALL ACCORDING TO PLAT OF
SURVEY MADE BY DURANT ENGINEERING CO DTD 7/15/42
DEED BK 329 NS P 411 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 229

Last Assessed to: BENNETT LARRY D & LELA L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure

be **repaired or demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 7, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text for Gary Jackson.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 20, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1012 NEW ST FRANCIS STREET**. OWNED BY OR MAY HAVE AN INTEREST: **BENNETT LARRY D & LELA L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 009 229

COUNCIL DISTRICT 2 – LEVON C. MANZIE

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile Blight Survey 2017

Report Date - 9/13/2017 2:02:36 PM

Property Address

1012 NEW ST FRANCIS ST

Property Details

Parcel Keyx	00755123	Local Historic Registry	Old Dauphin Way
Status	Scored	National Historic Registry	Old Dauphin Way
Blight Zone		Central Business District	
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	Y
Survey Date	1/13/2017 4:11:37 PM	Comments	Exterior walls are dilapidated and have open cracks and holes. Roofing components need repair. Open to the public. Foundation appears to have cracks.

Property Score

Score	75	Score Description	Demo
-------	----	-------------------	------

MEO: M. DavisDate: 08/10/2017Property Address: 1012 New St. Francis St.District No: 2

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





10/26/2018





10/26/2018









10/26/2018





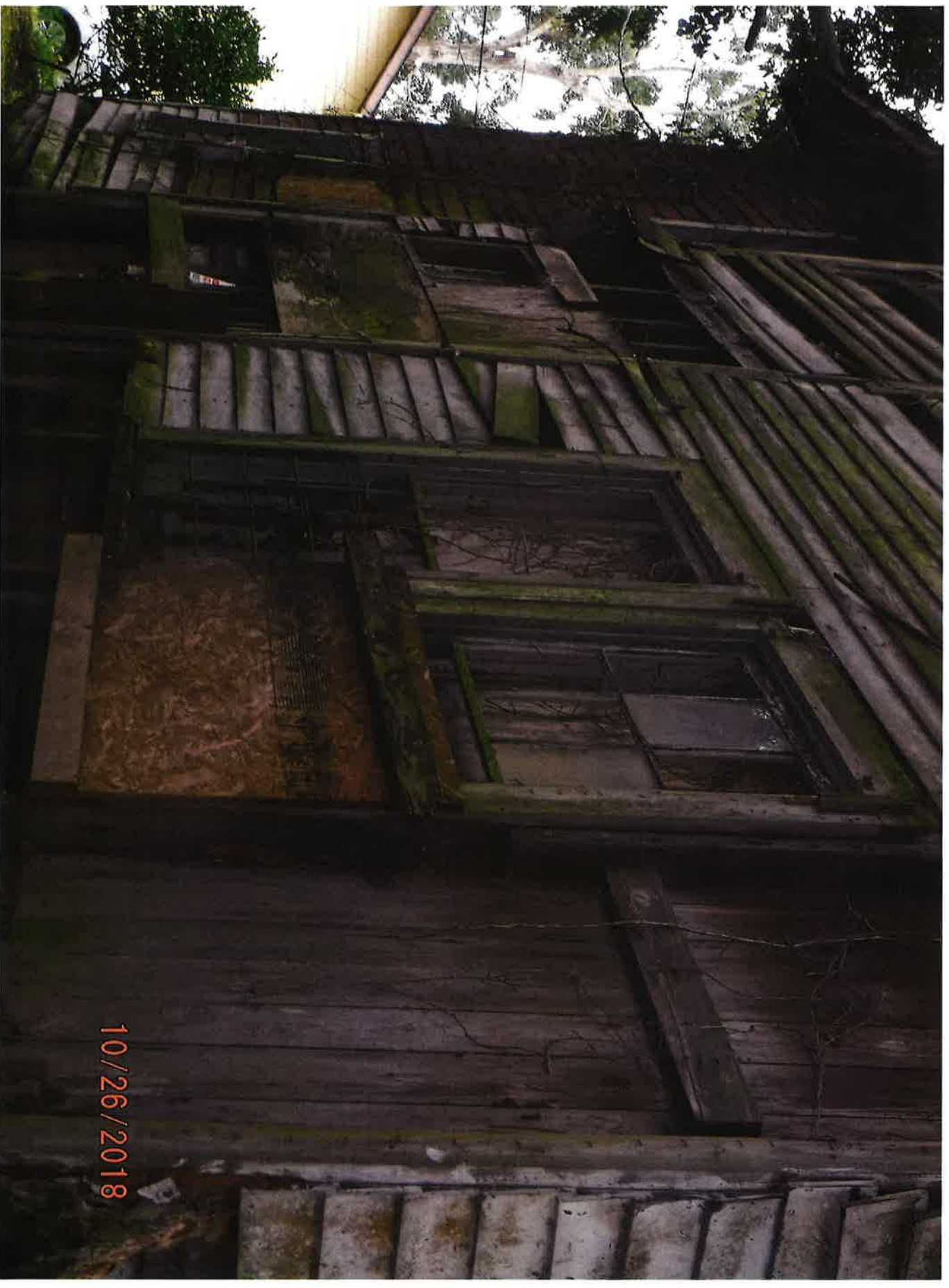












10/26/2018



10/26/2018





**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Lela Bennett
4725 Millpond Lane
Tampa, FL 33624

May 17, 2018

**RE: 1012 New St Francis Street
Project Number: ME-303-17**

Dear Lela Bennett:

On August 10, 2017 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1012 New St Francis Street.

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

COM AT NE COR OF THE INTERSECTION OF NEW ST FRANCIS ST
AND PINE ST & RUNNING TH ELY ALG THE N/L OF NEW ST
FRANCIS ST A DIS OF 42.4 FT M/L TO PT ON EXISTING FENCE LINE
BETWEEN PPTY CONVEYED & PPTY NOW OR FORMERLY
BELONGING TO APPLETON E. PRITCHARD & DRURY O
PRITCHARD LYING IMMEDIATELY EAST THEREOF RUNNING TH
NLY ON & ALG SAID FENCE LINE A DIS OF 114.2 FT M/L TO PT ON
EXISTING FENCE LINE IN REAR OF PPTY HEREIN CONVEYED
RUNNING TH WLY ON & ALG SAID FENCE LINE A DIS OF 43.2 FT
M/L TO PT ON E/L OF PINE ST RUNNING TH SLY ALG E/L OF PINE
ST 115.7 FT M/L TO POB ALL ACCORDING TO PLAT OF SURVEY
MADE BY DURANT ENGINEERING CO DTD 7/15/42 DEED BK 329
NS P 411 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 229

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **July 2, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 2, 2018**, provide the Code Official with a work plan to accomplish the repairs by **July 2, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 2, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 17, 2018 at 9:00 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1012 New Francis Street

Date: October 26, 2017

TO: BUSINESS SERVICES / MUNICIPAL ENFORCEMENT DIVISION

FROM: TAMMY DAVIS, REAL ESTATE DEPARTMENT

Title Report effective date: October 9, 2017 (Dee's Title Services, LLC)

OWNER(S): Lela Bennett

Note: Lela Bennett is the sole surviving grantee of deed dated September 28, 1990 and recorded in Real Property Book 3627 at page 948. The other grantee, Larry D. Bennett having died on May 28, 2014.

SEND NOTICES OF NUISANCE ABATEMENT PROCEEDINGS TO THE FOLLOWING PARTIES:

1. Lela Bennett
4725 Millpond Lane
Tampa, Florida 33624
2. Lela Bennett
P.O. Box 341273
Tampa, Florida 33694

TAX SALE: None

MORTGAGE HOLDER: None

OTHER LIENS:

Lis Pendens filed by the City of Mobile against Larry D. Bennett and Lela L. Bennett, dated October 13, 2017 and recorded in Land Records Book 7567 at page 1520.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 159 Stephens Street - ME-007-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 159 Stephens Street	Cover Memo	11/13/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:37 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **159 Stephens Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 4, 7, 8 and 15** and;

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **159 Stephens Street** as:

LOT 38 BLK E RESUB OF WESTLAWN MBK 4 PGS 516-520 #SEC 23
T4S R1W #MP29 07 23 0 007

Parcel Number: 29 07 23 0 007 114

Last Assessed to: LEWIS KAREN S

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of

municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 1, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 20, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **159 STEPHENS STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **KAREN S LEWIS** IS A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 23 0 007 114

COUNCIL DISTRICT 5 – JOHN C WILLIAMS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/DLW

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: D. Williams

Date: 09/12/18

Property Address: 159 Stephens Street District No: 5

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

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Karen S. Lewis
6209 Burntwood Drive S.
Mobile, Alabama 36609

September 20, 2018

**RE: 159 Stephens Street
Project Number: ME-007-18**

Dear Karen S. Lewis:

On September 12, 2018, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 159 Stephens Street.

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

**LOT 38 BLK E RESUB OF WESTLAWN MBK 4 PGS 516-520 #SEC 23
T4S R1W #MP29 07 23 0 007**

Parcel Number: 29 07 23 0 007 114

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **November 14, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 14, 2018**, provide the Code Official with a work plan to accomplish the repairs by **November 14, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 14, 2018**, which is 45 days from the date of this NOTICE.

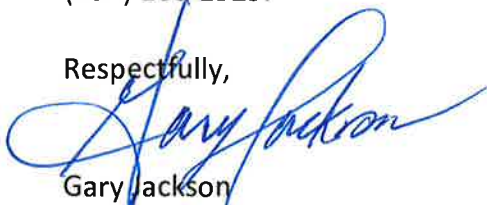
IV. **NOTICE** is hereby given that on **November 20, 2018, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator



NUISANCE ABATEMENT

159 STEPHENS STREET

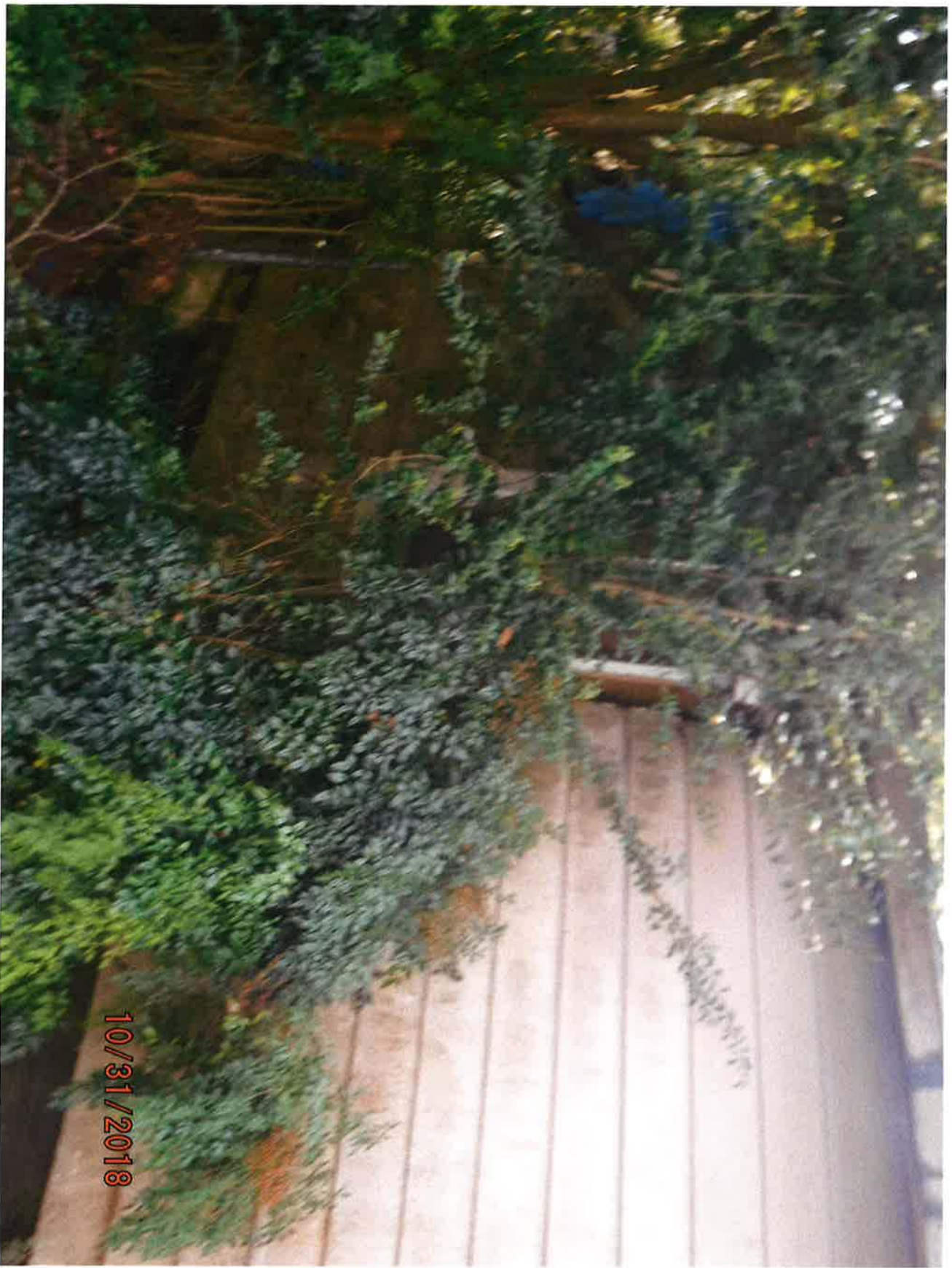
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

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NUISANCE ABATEMENT

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10/31/2018

NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW

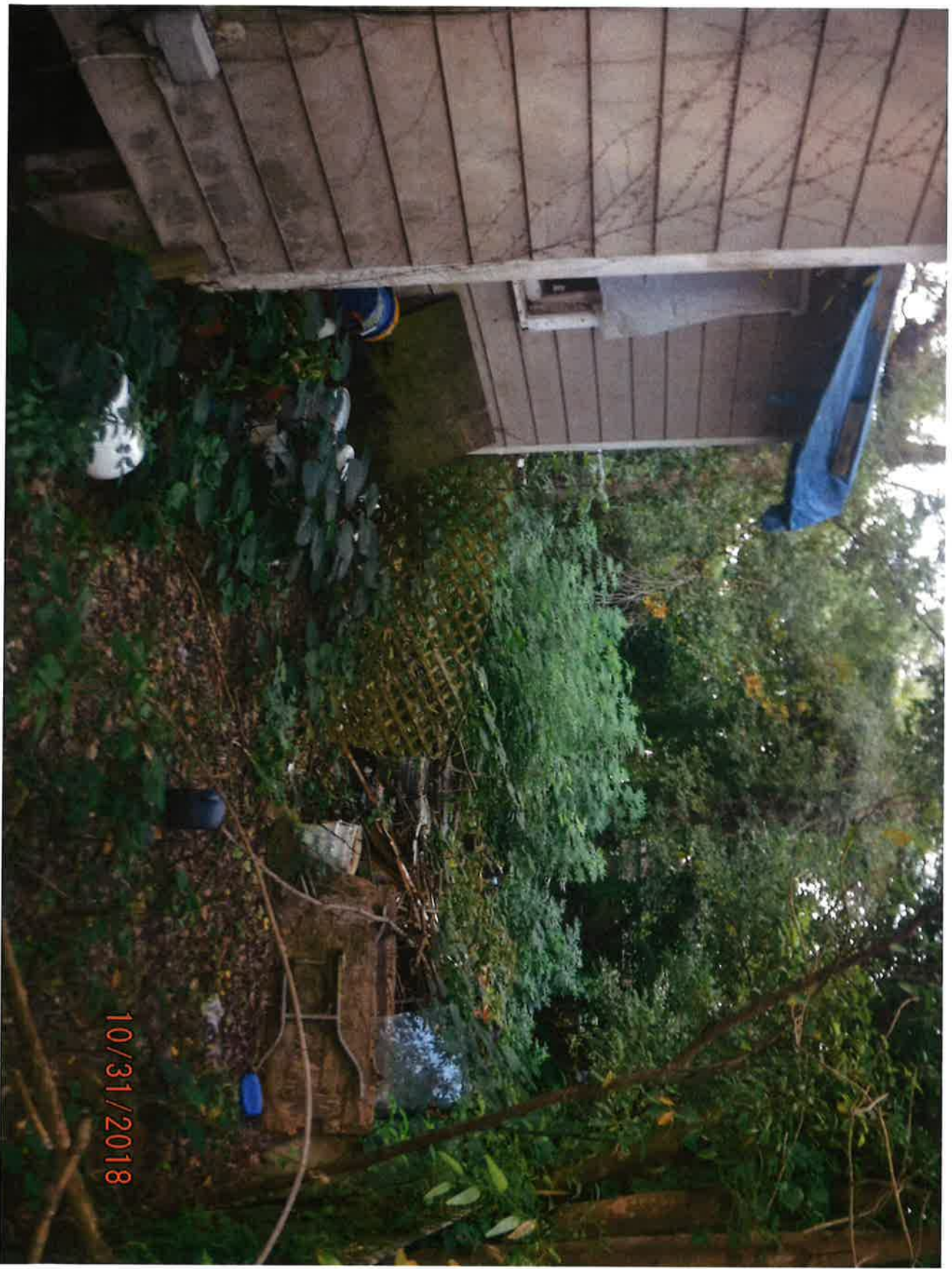


10/31/2018

NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

159 STEPHENS STREET

AGENDA PHOTOS / DW



10/31/2018

NUISANCE ABATEMENT WORKSHEET

RE: 159 Stephens St.

Date: September 11, 2018

FROM: Rhonda Lewis, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: September 4, 2018

Per the Title Report, the owners are: Karen S. Lewis

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Karen S. Lewis
6209 Burntwood Dr. S.
Mobile, AL 36609

TAXES: PAID.

Open Mortgages:

2. Wells Fargo Financial
4143 121st Street
Urbandale, IA 50323

NOTE: MTG Wells Fargo Bank, N.A. to Karen S. Lewis (Loan # 0368411054) recorded RP 7118 P 207 on 2/6/2014.

Parties with recorded liens per Title Report:

Lis Pendens filed by the city of Mobile vs Karen S. Lewis, recorded in RP 7615, P 1120 on 3/20/2018.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member Fredrick Richardson, Jr. District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/20/2018

Funding Source

Project # 2021 Tucker Street - ME-523-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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No Attachments Available

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:38 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
58-808	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/15/2018 - 3:11 PM

58-

DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 22 described in the resolution adopted on the 16th day of October, 2018, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 22, as described in the resolution adopted on the 16th day of October, 2018, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, **Group No. 1584**, on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

	WEED LIEN				
	GROUP 1584				Res. No.
10/16/2018	LOTS TO BE DECLARED				58-
11/20/2018	LOTS FOR PUBLIC HEARING				58-
//2018	LOTS TO BE ASSESSED FOR COST				58-
No.	Address	SRO No.	Amount Assessed	Dis	N/A CBO
1	1313 Lola St	891245		2	
2	608 Good Pay St	891246		2	
3	610 Good Pay St	891247		2	
4	2954 Pages Lane	891248		1	
5	2956 Pages Lane	891255		1	
6	1904 Seale St	891256		1	
7	2419 Cone St	891257		1	
8	1368 Persimmon St	891259		2	
9	2065 Kentwood Lane	891344		3	
10	1814 Idell St	891349		1	
11	5050 Washington Blvd	891350		4	
12	704 Pillians St	891357		3	
13	1258 Seneca St	891360		3	
14	2063 Kentwood Lane	894518		3	
15	1406 Persimmon St	894519		2	
16	1404 Persimmon St	894520		2	
17	1308 Hercules St	894522		2	
18	2 Hathway Rd	894523		7	
19	5590 Old Pascagoula Rd	894524		4	
20	2217 Hoppin St	894525		3	
21	2457 Dauphin Island Pkwy	894526		3	
22	2201 Weaver Rd	894528		3	
		Total	\$ -		
District total for this group		Numbers of lots cut			
1	5		1		
2	7		2		
3	7		3		
4	2		4		
5	0		5		
6	0		6		
7	1		7		
	22		0		
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

 10/9/18
 10/9/18

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

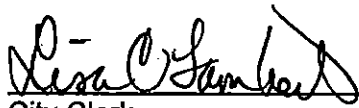
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as Group #1584 under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the 20th day of November, 2018, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: 10-16-18



City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Jennifer Sands, City Clerk's Office
FROM: Gary Jackson, Program Coordinator
DATE: **October 11, 2018**

SUBJECT: WEED LIEN GROUP **1584**

Attached, please find Assessment Lists for Weed Lien Group Number **1584** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/16/2018
SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/20/2018

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 10/19/2018

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/1/2018

LEGAL NOTICE ADS: 11/7/2018-11/14/2018

POSTING DATE: 11/13/2018

Copy to: Felicia Glover

Handwritten signatures and dates:
10/9/18
10/9/18



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases 4)

Councilmember - District 4 - John Williams (case 1)

Councilmember - District 7 - Gina Gregory (cases 2)

Purpose and Scope of Project:

Assess cost for removal of weeds, Weed Lien Group #1579

Effective Date of Contract:

11/20/2018

Funding Source

Project # Weed Lien Group 1579

Discretionary Funds

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Weed Lien Group #1579	Backup Material	11/14/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/15/2018 - 8:38 AM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator 

DATE: **November 15, 2018**

SUBJECT: **Weed Lien Group 1579 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1579**. Please place these on the City Council's Agenda for **Tuesday, November 20, 2018**.

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: Felicia Glover

 11/14/18

	WEED LIEN				
	GROUP 1579				Res. No.
4/24/2018	LOTS TO BE DECLARED				58-284
5/29/2018	LOTS FOR PUBLIC HEARING				58-343
11/20/2018	LOTS TO BE ASSESSED FOR COST				58-
			Amount	Dis	N/A
No.	Address	SRO No.	Assessed		CBO
1	2855 Pages Lane	862399	\$ -	1	CBO
2	1606 Sharon Dr	862400	\$ 319.58	1	
3	200 Parkway Dr E	862402	\$ 145.34	7	
4	176 Third Ave	862403	\$ 233.60	7	
5	1823 Blackman St	862404	\$ -	1	CBO
6	1852 Calmes St	862405	\$ -	2	CBO
7	851 Washington Ave S	862406	\$ -	2	CBO
8	798 Gorgas St	862407	\$ -	3	CBO
9	354 St Charles Ave	862409	\$ -	2	CBO
10	5200 S Border Dr	862414	\$ -	7	CBO
11	2522 Muriel Ave	866355	\$ -	1	CBO
12	1014 Dauphin St	866357	\$ -	2	CBO
13	361 Cherry St	866360	\$ -	2	CBO
14	1360 St. Madar St	866363	\$ -	2	CBO
15	2505 Morningside Dr	866365	\$ 168.00	4	
16	758 Lawrence St	867504	\$ -	2	CBO
17	170 Sage Ave	867507	\$ -	1	CBO
18	700 Montclair Way	867508		5	
19	2814 Warsaw Ave	867509	\$ 195.51	1	
20	2812 Warsaw Ave	867510	\$ 196.41	1	CBO
21	2806 Warsaw Ave	867512	\$ -	1	CBO
22	2660 Atoll Dr	867513	\$ -	4	CBO
23	2704 Reaves St	867514	\$ 88.89	1	
		Total	\$ 1,347.33		
District total for this group		Numbers of lots cut			
1	9	1	4		
2	7	2	0		
3	1	3	0		
4	2	4	1		
5	1	5	0		
6	0	6	0		
7	3	7	2		
	23		7		
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					


 11/14/18

 11/14/18



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **SAFFORD SONYA YVETTE**
Address: **1606 SHARON DR**
City, State, Zip: **MOBILE, AL 36618**
Group Number: **1579** Item # **2**

Lot Description: **LOTS 40 & 41 AUTUMNDALE SUB MBK 8/229 #SEC 01 T4S R2W #MP28 01 01 4 000 (28 01 01 4 000 039.XXX) 1606 SHARON DR**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018
Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	19,566	\$ 0.0125	\$ 244.58
Administration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	6	\$ 5.00	\$ 30.00
Total Project Cost:				\$ 319.58

Shelia Dean

CLERK

John E. Dean

INSPECTOR

Sam Taylor

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **MCDANIEL LOUIE M (DECEASED) & DOROTHY**

Address: **420 VILLAGE DR**

City, State, Zip: **DAPHNE, AL 36526-4001**

Group Number: **1579** Item # **3**

Lot Description: **LOT 13 BLK E OF COUNTRY CLUB VILLAGE MBK 4 P 87-92 #SEC 15 T4S R2W #MP28 05 15 4 004 (28 05 15 4 004 041.XXX) 200 PARKWAY DR E**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018

Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	7,227	\$ 0.0125	\$ 90.34
Administration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	2	\$ 5.00	\$ 10.00
Total Project Cost:				\$ 145.34

Shelia Dean

CLERK

Jeffiea Blair

INSPECTOR

Ray Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **BOGGAN DALTON B. &**

C/O CHARLES A. RAY

Address: **211 FAIRWAY AVE.**

City, State, Zip: **MOBILE, AL 36608**

Group Number: **1579** Item # **4**

Lot Description: **LOTS 6,7,8,9,10,11,12,13,18 19 & 20 BLK 3 WEST MOBILE TERRACE DBK 156 P 570 #SEC 18 T4S R2W #MP28 04 18 3 001 (28 04 18 3 001 086.XXX) 200 PARKWAY DR E**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018

Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	13,088	\$ 0.0125	\$ 163.60
Adminitration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	5	\$ 5.00	\$ 25.00
Total Project Cost:				\$ 233.60

Shelia Dean

CLERK

Shelia Dean
INSPECTOR

Ray Finken
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **STATE OF ALABAMA**
Address: **2505 MORININGSIDE DR**
City, State, Zip: **MONTGOMERY, AL 36130**
Group Number: **1579** Item # **15**

Lot Description: **LOT 22 MORININGSIDE MANOR 1ST UNIT MBK 6 P 431-432 #SEC 37 T5S R1W #MP32 02 37 0 005 (32 02 37 0 005 193.XXX) 2505 MORININGSIDE DR**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018
Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	6,663	\$ 0.0125	\$ 83.29
Adminitration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	8	\$ 5.00	\$ 40.00
Total Project Cost:				\$ 168.29

Shelia Dear

CLERK

Helvia Glover
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **MARKS SAMUEL E**
Address: **P. O. BOX 301**
City, State, Zip: **MT VERNON AL 36560**
Group Number: **1579** Item # **19**

Lot Description: **LOT 174 TRINITY GDNS 2ND ADD MBK 3 P 331 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 380.XXX) 2814 WARSAW AVE**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018
Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	9,641	\$ 0.0125	\$ 120.51
Adminitration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	6	\$ 5.00	\$ 30.00
Total Project Cost:				\$ 195.51

Shelia Dear

CLERK

John O. Lee
INSPECTOR

Harry Johnson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **HORN CLEVE JR & DORIS W**
Address: **2300 EAST 95TH ST**
City, State, Zip: **CLEVELAND, OH 44106**
Group Number: **1579** Item # **20**

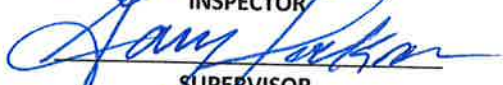
Lot Description: **LOT 173 BLK G TRINITY GDNS 2ND ADD MBK 3/331 GRT SEC 44 T4S R1W #SEC44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 379.XXX) 2812 WARSAW AVE**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018
Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	10,113	\$ 0.0125	\$ 126.41
Administration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	5	\$ 5.00	\$ 25.00
Total Project Cost:				\$ 196.41


CLERK


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 15, 2018

Lot Owner: **STINSON DWAYNE**
Address: **6076 SPERRY RD APT D8**
City, State, Zip: **THEODORE, AL 36582**
Group Number: **1579** Item # **23**

Lot Description: **W 45 FT LOTS 109 & 110 BLK A MILLVILLE SUB DBK 121 P 512 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 216.XXX) 2704 REAVES ST**

Nuisance Date: 4/24/2018 Posting Date: 5/22/2018 Hearing Date: 5/29/2018
Date lot was cut: 11/8/2018 Contractor: Mr. Curtis Gildersleeve

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	2,711	\$ 0.0125	\$ 33.89
Administration Fee	Each	1	\$ 45.00	\$ 45.00
Thirty day Grace Period Fee		0	\$ 35.00	\$ -
Debris Removal	Cubic Yard	2	\$ 5.00	\$ 10.00
Total Project Cost:				\$ 88.89

Shelia Dean

CLERK

Spencer L. Dean
INSPECTOR

Gary Taylor
SUPERVISOR



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

CONTRIBUTION TO THE YOUNG LEADERS OF AMERICA WILL BE USED FOR THEIR LEADERSHIP PROGRAM CLASSES BE TAUGHT BY OUR FACILITATOR IN PUBLIC SCHOOLS

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-06 / 10041020-42080

Discretionary Funds DSC-06

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
YOUNG LEADERS OF AMERICA	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Henley, Jennifer	Approved	11/15/2018 - 12:50 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*

WHEREAS, *Councilmember Rich wishes to donate \$2,000.00 to the Young Leaders of America from her discretionary funds; and*

WHEREAS, *the Young Leaders of America* 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 payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Young Leaders of America will be used for their Leadership Program Classes being taught by our facilitator in public schools* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Young Leaders of America* serves a public purpose and further approves and directs the payment of same.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

CONTRIBUTION TO THE UNIVERSITY OF SOUTH ALABAMA WILL BE USED FOR THEIR "TOUCH-A-TRUCK" EVENT TO BE HELD AT HANK AARON STADIUM ON MARCH 16, 2019

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-06 / 10041020-42080

Discretionary Funds DSC-06

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
UNIVERSITY OF SOUTH ALABAMA	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Henley, Jennifer	Approved	11/15/2018 - 12:46 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*

WHEREAS, *Councilmember Rich wishes to donate \$1,000.00 to the University of South Alabama from her discretionary funds; and*

WHEREAS, *the University of South Alabama* 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 payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *University of South Alabama will be used for their "Touch-A-Truck" event to be held at Hank Aaron Stadium on March 16, 2019* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the University of South Alabama* serves a public purpose and further approves and directs the payment of same.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES - GIVING \$2,000.00
COUNCILMEMBER BESS RICH - GIVING \$2,500.00
COUNCILMEMBER GINA GREGORY - GIVING \$2,000.00

Purpose and Scope of Project:

CONTRIBUTION TO THE PROVIDENCE HOSPITAL FOUNDATION WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS SEMINARS AND DEMONSTRATION VENUE TO BE HELD MARCH 21-24, 2019

Amount of Contract:

\$6,500.00

Funding Source

Project # DSC-05 / 10041020-42080; DSC-06 / 10041020-42080; & DSC-07 / 10041020-42080

Discretionary Funds DSC-05; DSC-06; & DSC-07

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PROVIDENCE HOSPITAL FOUNDATION FESTIVAL OF FLOWERS	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Henley, Jennifer	Approved	11/15/2018 - 12:46 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*
Councilmember Bess Rich
Councilmember Gina Gregory

WHEREAS, *Councilmember Daves wishes to donate \$2,000.00; Councilmember Rich wishes to donate \$2,500.00 and Councilmember Gregory wishes to donate \$2,000.00 (Total of \$6,500.00) to Providence Hospital Foundation Festival of Flowers from his discretionary funds;* and

WHEREAS, *Providence Hospital Foundation Festival of Flowers* is an Alabama non-profit corporation which provides quality healthcare to the sick and poor of the Mobile area; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Providence Hospital Foundation will be used for their annual Festival of Flowers "Seminars and Demonstration" Venue to be held March 21-24, 2019*, and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Providence Hospital Foundation Festival of Flowers* serves a public purpose and further approves and directs the payment of same.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Chief Lawrence L. Battiste, IV, Mobile Police Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve award of special bonus to the Officer of the Month as part of the Mayor's Incentive Program, Jacob Allen, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

Amount of Contract:

500.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Officer of the Month - James Ainsworth Agenda Packet Documents	Cover Memo	11/15/2018

REVIEWERS:

Department Reviewer	Action	Date
Public Safety Zirlott, Kim	Approved	11/15/2018 - 12:51 PM
Mayors Office Wesch, Paul	Approved	11/15/2018 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/20/2018
Date

Item No. _____

Submitted by: Mobile Police Department
Department

Lawrence L. Battiste, IV
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

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: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:

City of Mobile

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor, upon the nomination by City supervisors recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the employees on the attached list.

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

"Exhibit A"
Officer of the Month

Employee #	Last Name	First Name	Award	Month
17475	Ainsworth	James	Officer of the Month	October 2018

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Officer of the Month

	<u>SIGNATURE</u>	<u>DATE</u>
DEPARTMENT HEAD (1)		<u>11/15/18</u>
EXECUTIVE DIRECTOR	_____	_____
BUDGET/ACCOUNTING (2)	_____	_____
	(Sign routing stamp on contract also)	
LEGAL DEPARTMENT	_____	_____
	(Sign routing stamp on contract also)	
MAYOR'S OFFICE	_____	_____
CITY CLERK'S OFFICE	for Council action or Mayor's signature	_____
COUNCIL ATTORNEY (3)	(if Council action is required)	_____

- (1) Route 3 copies for non-capital contracts
Route 4 copies for capital contracts
- (2) Budget approves non-capital contracts
Accounting approves capital & grant contracts
- (3) Sign a separate copy to the Council
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.
- (4) Applications for grants require the use of the Routing Form for Grant Applications.

**OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer James Ainsworth**

Officer James Ainsworth has rendered a service to the City of Mobile which deserves special recognition.

On October 5, 2018, at approximately 2020 hours, a residence in the 1400 block of Government Street was burglarized. The responding officer was able to disseminate a suspect's picture from the home surveillance system to all squad members. After receiving information as to a possible identity of the subject and the area in which he may be in, Officer Ainsworth began searching in the area of RV Taylor housing community. At approximately 0400 hours, Officer Ainsworth spotted and apprehended the burglary suspect who was still wearing the same clothing as pictured in the video surveillance.

On October 6, 2018, at approximately 2100 hours, a Mobile citizen was walking in the area of Duval and Kellogg Street when a known subject approached him, pulled a gun, and demanded him to give up his property. A second subject assisted in the robbery. While taking the report, a bystander pointed out to Officer Ainsworth one of the subjects who was driving past the location. Without hesitation, Officer Ainsworth immediately went after the subject and was able to apprehend him a few blocks away.

On October 7, 2018, at approximately 2155 hours, police were dispatched to the 300 block of Michigan Ave. in reference to a shooting. A witness was able to provide a suspect description to Officer Ainsworth who then located and apprehended the subject a block away. The victim of the shooting unfortunately succumbed to their injuries but thanks to the quick work of Officer Ainsworth, a homicide subject was quickly taken off the streets of Mobile.

In total last month, Officer Ainsworth answered 119 calls for service and served as a backing unit on 77 calls. Officer Ainsworth had 3 felony arrests, 12 misdemeanor arrests during the month of October.

His initiative, enthusiasm, and excellence in his overall performance show a proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to him as OFFICER OF THE MONTH for October 2018, with our sincere thanks.



Levon C. Manzie
Vice-President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Lawrence L. Battiste IV
Chief of Police
Mobile Police Department



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

We are requesting that \$50,000.00 be transferred from Capital Project C0297 2016 TAP Bit & Spur Sidewalks to Grant Fund G-TAPBITSP TAP Sidewalks on Bit & Spur Road. This is FY 2019 CIP funds to supplement the grant and matching funds from the Village of Spring Hill.

Funding Source

Project # G-TAPBITSP TAP Sidewalks on Bit & Spur Road

Discretionary Funds

Project String 50015001.48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE** \$50,000.00

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/14/2018

REVIEWERS:

Department	Reviewer	Action	Date
Finance	McMillan, Marilyn	Approved	11/15/2018 - 2:19 PM
Accounting	Daniels, Bettye	Approved	11/15/2018 - 2:28 PM
Legal	Coumanis, Keri	Approved	11/15/2018 - 1:45 PM
Mayors Office	Wesch, Paul	Approved	11/15/2018 - 2:57 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$50,000.00 be reallocated from Capital Project (C0297) 2016 TAP Bit & Spur Sidewalks 20002000.48040 Advertising Fees to Grant Fund (G-TAPBITSP) Transportation Alternative Project TAPMB-TA16(946) – Sidewalks on Bit & Spur Road 50015001.48010 Construction.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

We are requesting that \$27,000.00 be transferred from Capital Project CON05 District 5 Contingency to Grant Fund G-TAPBITSP TAP Sidewalks on Bit & Spur Road. This is FY 2019 CIP funds to supplement the grant and matching funds from the Village of Spring Hill.

Funding Source

Project # G-TAPBITSP

Discretionary Funds

Project String 50015001.48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE** \$27,000.00

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/14/2018

REVIEWERS:

Department Reviewer	Action	Date
Finance McMillan, Marilyn	Approved	11/15/2018 - 2:37 PM
Accounting Daniels, Bettye	Approved	11/15/2018 - 2:40 PM
Legal Coumanis, Keri	Approved	11/15/2018 - 1:45 PM
Mayors Office Wesch, Paul	Approved	11/15/2018 - 2:57 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$27,000.00 be reallocated from Capital Project (CON05) District 5 Contingency Project 20002000.48040 Advertising Fees to Grant Fund (G-TAPBITSP) Transportation Alternative Project TAPMB-TA16(946) – Sidewalks on Bit & Spur Road 50015001.48010 Construction.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$9,422.40

Funding Source

Project # Mobile, Alabama Cruise Terminal - 2019
Construction Management Services, CT-005-19

Discretionary Funds

Project String 20002000-42200

Contract Number:1905

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2019 Construction Mgmt Svcs for the Cruise Terminal	Cover Memo	11/13/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	11/13/2018 - 6:41 PM
Finance	McMillan, Marilyn	Approved	11/14/2018 - 3:35 PM
Legal	Hill, Ashton	Approved	11/15/2018 - 10:09 AM
Mayors Office	Wesch, Paul	Approved	11/15/2018 - 11:27 AM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: TAG/The Architect's Group, Inc.

Project Name: Mobile, Alabama Cruise Terminal
2019 Construction Management Services

Project Number: CT-005-19

Amount: \$9,422.40

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal – 2019 Construction
Management Services

ARCHITECTURAL ENGINEERING PROJECT# CT-005-19

PROJECT # C0259

DATE OF RECEIPT _____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$9,422.40

VENDOR NAME TAG/The Architect's Group, Inc.

VENDOR NUMBER 17750

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: B. Rhodes Date 11/13/18

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal – 2019 Construction
Management Services

ARCHITECTURAL ENGINEERING PROJECT# CT-005-19

PROJECT # C0259

DATE OF RECEIPT _____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$9,422.40

VENDOR NAME TAG/The Architect's Group, Inc.

VENDOR NUMBER 17750

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: B. Rhodes Date 11/13/18

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



This Agreement made and entered into this _____ day of _____, Two Thousand and _____.

BETWEEN the Owner: City of Mobile
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: TAG/The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

For the following Project: Mobile, Alabama Cruise Terminal
2019 Construction Management Services
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-005-19

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 Nine Thousand Four Hundred Twenty Two Dollars and forty cents (\$9,422.40), including Four Hundred Twenty Two Dollars and forty cents (\$422.40) in not to exceed reimbursable expenses as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated October 24, 2018.

1.1.3 As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 ENGINEER IN CHARGE

Firm Name: TAG/The Architects Group, Inc.

Address: 710 Downtowner Boulevard, Mobile, Alabama 36609

Phone/Fax Number: 251-~~484~~-1811 / 251-343-1834

343-1811

Email address: rtaylor@tagarchitects.net

Name: R. Ronald Taylor, AIA Engineer License No.: 2279

3.1 GENERAL REQUIREMENTS

- 3.1.1** The Consultant shall provide Construction Management Services until January 21, 2019. Consultant shall provide one (1) set of original Documents, along with Electronic Digital Format files for all documents, including Excel and Word format version of the Construction Management documents including, but not limited to, schedules, meeting minutes, written directives, etc.
- 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** The Consultant shall indemnify and save harmless the Owner, its employees, agents, servants and officials from all loss from claims, suits, actions, damages and costs of every name and description for injury to person(s) or damage to property resulting or arising from Consultant's negligence in performance of the services provided for under this Agreement.
- 3.1.5** The Consultant shall maintain insurance in accordance with Exhibit 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 the Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.
- 3.1.6** Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.
- 3.1.7 NON-DISCRIMINATION**
- A. Consultant shall comply with all Federal, State and Local laws concerning non-discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

- B. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

4.1 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 24, 2018;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements;
4. This Instrument (Agreement).

5.1 DISPUTE RESOLUTION

- 5.1.1** 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.

- 5.1.2** This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile, Alabama.

6.0 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.

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

CONSULTANT: TAG/The Architects Group, Inc.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

R. Ronald Taylor, AIA
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

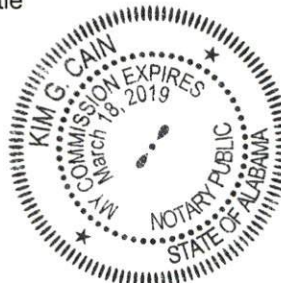
ATTEST: Consultant

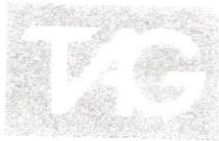
City Clerk

Kimberly Harden, Director
Architectural Engineering Department

Signature

Kim Cain, Accountant
Printed Name and Title





October 24, 2018

Ms. Cindy Klotz, Architect
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Construction Management Services for Upgrades to the Cruise Terminal
CT-00549

Dear Ms. Klotz,

We are pleased to offer the following proposal for Construction Management (CMA) services to assist your department with the Upgrades to the Cruise Terminal while the ship is in dry dock between Jan7-Jan 21, 2019.

Per correspondence, the expectation for Tom Kelly's time is as follows:

11-week days at 8 hours/day = 88 hours

4 Pre-Bids @4 hours = 16 hours

Reading/reviewing/consulting/meetings = 40 hours

Subtotal of above = 144 hours

20% is added for overruns to arrive at 172.80 hours, rounded up to 175 hours as a "not to exceed" basis.

For Tom's current rate of \$110/hr, this amounts to a not to exceed of \$9,000.00

Regarding reimbursable expenses, the following items are anticipated:

TWIC enrollment for TSA	\$128.00
Smartsheet Drug Screening	\$120.00
Travel TAG to Cruise Terminal 16 trips x 20m x \$.545	\$174.40
Total NTE =	\$9,422.40

In acknowledgement that this amount of time may be consumed before the project is complete, depending upon project circumstances, we propose to extend these CMA services at the same rate as above for the durations to be determined as necessary to complete the work. Any extension of services to this agreement will be by formal Amendment to our contract.

Generally, the scope of anticipated service is as follows:

- Walk the site each day to assess the progress and quality of the work of the various trades as that work proceeds.
- Attend and manage onsite progress/scheduling meetings with all the contractors and Cruise Terminal Staff on as "as needed" basis.
- Develop and present/post the construction schedule, using each contractor's individual schedule as contracted with the City, coordinating all contractor's activities with each other and with the completion schedule established by the critical path. Assure sub-trades agree and adhere to agreed sequences

Ms. Cindy Klotz, Architect
City of Mobile, page 2

and processes of work. Monitor each contractor's daily activity for coordination and compliance.

- Assist with review and verification of pay applications, change request documentation, and allowance verification.
- Address field questions and changes-pass them on to COM for as appropriate for final disposition.

It is further understood that COM personnel will continue to manage their design consultant's construction phase services and inform the CM of any circumstance involving same that has bearing on the work of the CM. The CM interface and communication with the COM's design consultants will be through COM personnel.

We are pleased to offer this proposal for services, and look forward to a successful project for the City of Mobile.

Sincerely,

TAG/THE ARCHITECTS GROUP INC.

A handwritten signature in dark ink, appearing to read 'Robert Taylor', with a stylized flourish at the end.

Robert Ronald Taylor, AIA
RT/mz

EXHIBIT 1

City of Mobile Insurance Requirements Consultant

Insurance – For the duration of this agreement, the Consultant 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. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
 - 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by 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.
- 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 each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
 - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- E. Professional Liability Insurance:
 - 1. Projects \$0 - \$1,000,000 \$1,000,000 /\$2,000,000 annual aggregate

Projects over \$1,000,000 to be determined by Owner

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 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 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.

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.

Exhibit 2

Payment Process

1. The Consultant shall submit his request for payment on approved, standard forms.
2. Compensation shall be paid monthly, in accordance with the attached Proposal and hourly rate sheet. Each month, Consultant shall provide a detailed invoice of hours and expenses.
3. Payment process: Construction Management Consultant submits invoice to Architectural Engineering Department for work complete. Fiscal Officer will verify contract amount and other figures. Project Manager will review invoices, and verify percentage complete. Fiscal Officer prepares check request for approval by Architectural Engineering Director. Check request and Consultant's invoice are forwarded to the City of Mobile Accounting Department for payment.
4. Invoices submitted prior to and approved by noon Wednesday will be processed that week and a check disbursed by mail or hand the following Wednesday (one week). Invoices approved after noon on Wednesday will be processed the following week and disbursed the Wednesday following (two weeks).

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/09/2018

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 Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Elise Buschmann	
	PHONE (A/C, No, Ext): 251 473-4600	FAX (A/C, No): 251-450-0032
	E-MAIL ADDRESS: ebuschmann@lyonfrycadden.com	
INSURED The Architects Group, Inc. 710 Downtowner Blvd. Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Insurance Co. of Hartford	
	INSURER B : Transportation Insurance Company	
	INSURER C : AL Self Insured WC Fund	
	INSURER D : Midwest Employers Cas Co.	
	INSURER E : Admiral Insurance Company	
	INSURER F :	

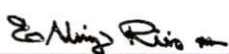
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		2099909862	03/06/2018	03/06/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6024955204	09/11/2018	03/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		5093399737	03/06/2018	03/06/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC10003700002018A	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	POAL129001	01/01/2018	01/01/2019	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liab		EO00003012004	08/15/2018	08/15/2019	\$1,000,000 each claim \$3,000,000 aggregate

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

Re: Mobile, Alabama Cruise Terminal 2019 Construction Management Services; Project No. CT-005-19.
 City of Mobile is included as additional insured as respects General Liability, Auto Liability and Umbrella Liability as required by written contract. These coverages are primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella and Workers
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Mobile Architectural Engineering Dept. 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 

DESCRIPTIONS (Continued from Page 1)

Compensation/Employers Liability as required by written contract. 30 days notice of cancellation, non renewal or material change applies (except 10 days for non-payment).



Company ID Number: 491737

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

Employer The Architects Group, Inc.	
Cecile Sparks	
Name (Please Type or Print)	Title
Electronically Signed	01/18/2012
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	The Architects Group, Inc.
Company Facility Address:	710 Downtowner Blvd.
	Mobile, AL 36609
Company Alternate Address:	P.O. Box 16547
	Mobile, AL 36616
County or Parish:	MOBILE
Employer Identification Number:	630622691

Company ID Number: 491737

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
ALABAMA 1 site(s)	

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

Name:	Cecile C Sparks	Fax Number:	(251) 343 - 1834
Telephone Number:	(251) 343 - 1811		
E-mail Address:	csparks@tagarchitects.net		
Name:	David M Barr	Fax Number:	(251) 343 - 1834
Telephone Number:	(251) 343 - 1811		
E-mail Address:	dbarr@tagarchitects.net		



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$19,270.00

Funding Source

Project # Memorial Park - Implementation and Phasing Plan & Phase 1 Improvements, PR-049-18

Discretionary Funds

Project String 20002000-42200

Contract Number:1907

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Implementation & Phasing Plan & Phase 1 Improvements to Memorial Park	Cover Memo	11/14/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	11/14/2018 - 5:02 PM
Finance	McMillan, Marilyn	Approved	11/15/2018 - 10:01 AM
Legal	Hill, Ashton	Approved	11/15/2018 - 11:40 AM
Mayors			11/15/2018 -

Office

Wesch, Paul

Approved

2:59 PM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Watkins Acy Strunk Design, Inc.

Project Name: Memorial Park – Implementation and Phasing Plan &
Phase 1 Improvements

Project Number: PR-049-18

Amount: \$19,270.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Memorial Park – Implementation and Phasing Plan &
Phase 1 Improvements

ARCHITECTURAL ENGINEERING PROJECT# PR-049-18

PROJECT #C0369

DATE OF RECEIPT _____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$19,270.00

VENDOR NAME Watkins Acy Strunk Design, Inc.

VENDOR NUMBER 293962

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: B. Rhodes Date 11/14/18

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Memorial Park – Implementation and Phasing Plan &
Phase 1 Improvements

ARCHITECTURAL ENGINEERING PROJECT# PR-049-18

PROJECT #C0369

DATE OF RECEIPT _____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$19,270.00

VENDOR NAME Watkins Acy Strunk Design, Inc.

VENDOR NUMBER 293962

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: B Rhodes Date 11/14/18

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



This Agreement made and entered into this _____ day of _____, Two Thousand and _____.

BETWEEN the Owner: City of Mobile
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: Watkins Acy Strunk Design, Inc.
256 Wacker Lane North
Mobile, Alabama 36608

For the following Project: Memorial Park – Implementation and Phasing Plan &
Phase 1 Improvements
1800 Airport Boulevard
Mobile, Alabama 36606

Project Number: PR-049-18

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 Nineteen Thousand Two Hundred Seventy Dollars and no cents (\$19,270.00), including Eight Thousand Fifty Dollars and no cents (\$8,050.00) in not to exceed reimbursable expenses as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated August 27, 2018.

1.1.3 As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 ENGINEER IN CHARGE

Firm Name: Watkins Acy Strunk Design, Inc.
Address: 256 Wacker Lane North, Mobile, Alabama 36608
Phone/Fax Number: 251-344-4023 / 251-344-4052
Email address: jcrowe@was-design.com
Name: James Crowe Landscape Architect License No.: 1519

3.1 GENERAL REQUIREMENTS

- 3.1.1** The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed. Deliverables shall be Three (3) sets of original Documents, along with Electronic Digital Format files for all documents, including the Report in Word format and the drawings and other applicable documents in AutoCAD format.
- 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** The Consultant shall indemnify and save harmless the Owner, its employees, agents, servants and officials from all loss from claims, suits, actions, damages and costs of every name and description for injury to person(s) or damage to property resulting or arising from Consultant's negligence in performance of the services provided for under this Agreement.
- 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 Exhibit 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 the Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.
- 3.1.7** Payments will be made to the Consultant in accordance with the Consultant's attached Proposal.

3.1.8 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State and Local laws concerning non-discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.
- B. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

4.1 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 August 27, 2018;
- 2. E-Verify Documentation;
- 3. Certificate of Insurance with Endorsements;
- 4. This Instrument (Agreement).

5.1 DISPUTE RESOLUTION

- 5.1.1 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.
- 5.1.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile, Alabama.

6.0 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.

7.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING 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.

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

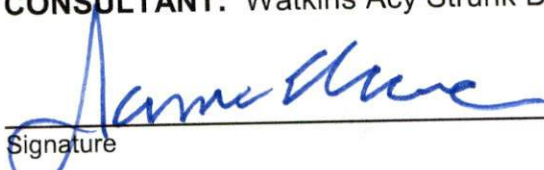
This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONSULTANT: Watkins Acy Strunk Design, Inc.



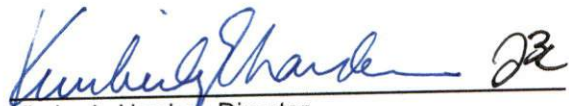
Signature

James E. Crowe, Landscape Architect
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

 *JK*
Kimberly Harden, Director
Architectural Engineering Department

ATTEST: Consultant



Signature

A. Blake Smisson Landscape Architect
Printed Name and Title



August 27, 2018

Ms. Kim Harden, Director
Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

Re: Memorial Park - Implementation and Phasing Plan & Phase 1 Improvements
Mobile, Alabama PR-049-18

Dear Kim:

As requested, we are pleased to submit the following scope of services for the above referenced project:

SCOPE OF SERVICES

A. Site Survey- Topographic Map

We will have prepared a Site Survey and 2 feet interval topographic map of the park area. This survey will locate all easements, existing utilities, rights-of-way, historic structures, walkways, pool-fountain, trees, etc. This survey and topographic map will be the Basis of Design.

B. Land Disturbance Permit – Phase 1 Improvements

We will prepare and submit the Land Disturbance Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawing to the City of Mobile.

C. Implementation and Phasing Plan

We will prepare an assessment of existing conditions and features, including recommendations for prioritized repairs and improvements, utilizing the site survey and data on historical/original features to assist in decision making and prioritization of proposed improvements to Memorial Park. The plan will indicate the basic design and location of existing and proposed facilities, to include but not limited to pool-fountain renovations and improvements, walkways, benches, trash receptacles, lighting, landscaping and irrigation. This plan will be based on input received from meetings/coordination with City of Mobile, AE Department, Parks and Recreation Department, and community action groups.

As part of the Implementation and Phasing Plan, WAS will reach out to the local community action groups and interested citizens at one (1) Community Engagement Meeting to assure participation in the design process. We will present conceptual plans for Memorial Park improvements/ renovations for discussion and feedback.



We will prepare a preliminary itemized construction cost estimate to establish an exact scope of work/budget and a prioritized implementation plan for proposed improvements. We will meet with City representatives to review the Implementation and Phasing Plan and will make revisions as required, to provide a viable Implementation and Phasing Plan.

D. Design Development Phase – Phase 1 Improvements

Under this phase, we will develop a more detailed plan of Phase 1 Improvements from the approved Implementation and Phasing Plan, indicating all proposed park and other site improvements. Site plans at appropriate scale will be prepared indicating the required detail to constitute a 35% completion of the contract documents. All work will be performed in coordination with the City of Mobile. The plans to be provided at the end of this phase shall include the following:

1. Preliminary Overall Site Plan
2. Preliminary Phase 1 Improvements identified by the Implementation and Phasing Plan which may include: Pool-Fountain Plan
Preliminary Hardscape Plan
Preliminary Landscape Plan

In addition, this phase shall include the following:

1. Outline Specifications
2. Preliminary itemized cost estimate

E. Construction Documents Phase – Phase 1 Improvements

Under this phase, we will provide 100% completed contract documents for all proposed site development. These documents will be based on the approved design development submission and an estimated cost to be determined.

Drawings to be provided in this contract documents phase shall include the following, as applicable:

1. Overall Site Plan
2. Demolition Plan
3. Site Grading & Drainage Plan
4. Pool-Fountain Plan
5. Hardscape Plan
6. Site Construction Details
7. Site Electrical Plan
8. Site Utility Plan
9. Landscape Plan
10. Irrigation Plan

In addition, this phase shall include the following:

1. Final Specifications



2. Final itemized cost estimate

F. Bidding and Negotiation Phase

We will assist in obtaining and evaluating bids and in preparing contracts for construction.

G. Construction Phase

1. WAS Design will provide Contract Administration services during the construction phase of the work performed in connection with contract documents provided by our office. Contract Administration shall be in accordance with Section 2.6 of the AIA Document B141, 1987 and AIA Document C431.
2. WAS Design shall visit the site at intervals appropriate to the stage of construction for work in connection with the contract documents provided by our office. Visits will be made to determine, in general, if such work is proceeding in accordance with the contract drawings and specifications.
3. WAS Design shall review and take appropriate action on the contractor's submissions such as shop drawings, product data and samples in connection with our portion of the contract documents.
4. Project Close-out

ADDITIONAL SERVICES

The following services are not included in this basic scope of services stated above but shall be provided by WAS Design, if requested in writing by the City, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished owner.
3. Additional site survey, topographic information, soil testing including test borings, subsoil conditions, reports and recommendations.

COMPENSATION

The fee for the above stated scope of services shall be as follows:



Reimbursable Expenses:

Service A – Site Survey/ Topographic Map	\$2,550.00
Service B – Land Disturbance Permit	\$1,500.00
Service C – Implementation and Phasing Plan	\$3,500.00
Document Reproduction and Printing Cost	<u>\$ 500.00</u>
TOTAL REIMBURSABLES – Not to Exceed	\$8,050.00

Basic Services – Phase 1 Improvements:

Design Development thru Construction Service D – G	
8.5% of construction cost \$132,000 =	\$11,220.00

Total Contract Sum: \$19,270.00

Compensation for each phase of Basic Services shall be based on the following percentages of completion:

Design Development Phase	27.5%
Construction Documents Phase	50%
Bidding and Negotiation Phase	2.5%
Construction Phase	20%

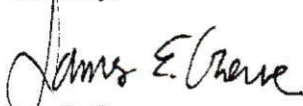
Billings shall occur monthly based upon percentage of completion of work for each phase.

For additional services of WAS Design, when it is agreed by the City that compensation is to be paid on an hourly basis, payment shall be based on the following hourly rates schedule:

Principal Landscape Architect	\$115.00 per hour
Project Landscape Architect	\$ 95.00 per hour
Staff Designer	\$ 80.00 per hour
CAD Operator	\$ 50.00 per hour
Secretarial	\$ 30.00 per hour

Thank you for inviting us to submit this proposal and we look forward to working with the City on this project.

Yours truly,


James E. Crowe
Landscape Architect

JEC/jj

CC: Jacob Laurence

EXHIBIT 1

City of Mobile Insurance Requirements Consultant

Insurance – For the duration of this agreement, the Consultant 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. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

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 each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

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

E. Professional Liability Insurance:

1.

Projects \$0 - \$1,000,000	\$1,000,000	/\$2,000,000	annual aggregate
Projects over \$1,000,000 to be determined by Owner			

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 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 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.

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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SKIPPER INSURANCE AGENCIES P O Drawer 1098 Jackson, AL 36545 251 246-2487		CONTACT NAME: SANDRA E. HENLEY PHONE (A/C, No, Ext): 251 246-2487 FAX (A/C, No): 251-246-6528 E-MAIL ADDRESS: sandra@skipperins.com	
INSURED WAS Design 218 NORTH ALSTON STREET Foley, AL 36535		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Auto Owners Insurance	
		INSURER B : THE SHEFFIELD FUND	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	x	X	3895188218	08/07/2018	08/07/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	3895188218	08/07/2018	08/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		60020181577300	01/01/2018	01/01/2019	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

PROJECT NAME: MEMORIAL PARK - IMPLEMENTATION PLAN & PHASING PLAN & PHASE I IMPROVEMENTS PR-049-18
CITY OF MOBILE IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECT TO GENERAL LIABILITY. GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CITY OF MOBILE WITH RESPECTS TO GENERAL LIABILITY AND WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. IN REFERENCE TO GENERAL LIABILITY A 30-DAY NOTICE OF CANCELLATION APPLIES EXCEPT FOR NON PAYMENT WILL BE 10 DAYS.

CERTIFICATE HOLDER

CANCELLATION

**CITY OF MOBILE ARCHITECTURAL
 ENGINEERING DEPARTMENT
 P O BOX 1827
 Mobile, AL 36633-1827**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CorRisk Solutions
225 W. Washington St. Suite 1560
Chicago, IL 60606

CONTACT NAME Karen Bronson

PHONE (A/C, No, Ext) 312-637-8755

FAX (A/C, No, Ext)

E-MAIL ADDRESS: kbronson@corriskolutions.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Insurance Company

23841

INSURED

Watkins Acy Strunk Design, Inc.
218 N. Alston
Foley, AL 36535

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE WC STATUTORY LIMITS ☐ OTHER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064990025-03	09/20/18	09/20/19	Per Occurrence: \$1,000,000 Annual Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)
Memorial Park- Implementation Plan & Phasing Plan & Phase I Improvements

CERTIFICATE HOLDER

City of Mobile

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



Company ID Number: 616583

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

Employer Watkins Acy Strunk Design, Inc

Troy Strunk

Name (Please Type or Print)

Title

Electronically Signed

11/12/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

11/12/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Watkins Acy Strunk Design, Inc**

Company Facility Address: **218 North Alston Street**

Foley, AL 36535

Company Alternate Address: **218 North Alston Street**

Foley, AL 36535

County or Parish: **BALDWIN**

Employer Identification Number: **203397512**



Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Angel Cowan	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	tstrunk@was-design.com		



AGENDA ITEM SUMMARY SHEET

Agenda of:11/20/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

41-818

Cover Memo

11/15/2018

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Henley, Jennifer

Approved

11/15/2018 -
3:31 PM

RESOLUTION

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

Adopted:

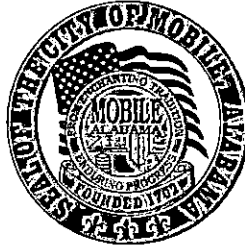
City Clerk

**NOTICE OF HEARING ON PROPOSED
AMENDMENT TO THE ZONING ORDINANCE**

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the attached amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance." The adoption of such amendment will be considered by the City Council of Mobile at the History Museum of Mobile, 111 South Royal Street, on the 18th day of December, 2018, at 10:30 a.m. At such time and place all persons who desire shall have an opportunity to be heard in opposition to, or in favor of the amendment. Furthermore, the City Council, at this public hearing, may consider zoning classification ns other than that sought by the applicant for this property.

This notice is published pursuant to a resolution of the City Council of Mobile adopted on the 20th day of November, 2018.

City Clerk



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

November 15, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 18, 2018 considered the request of Joseph N. Asarisi for a change in zoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential District, to B-1, Buffer Business District, for the property located at 2503, 2505 & 2507 Old Shell Road and 35 & 37 Hurlbert Street (South side of Old Shell Road, 60'± West of Hurlbert Street extending to the West side of Hurlbert Street, 100'± South of Old Shell Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: 1) **Provision of an 8-foot high opaque (wood or synthetic wood) fence along the South property line, to end in-line with the facade of the house to the South, and the provision of a 10-foot wide evergreen vegetative buffer;** 2) **The curb cut to Old Shell Road is to have separate right and left turn exit lanes, in addition to the entry lane;** 3) **The curb cut to Hurlbert Street is to only allow for right in/left out from the site;** 4) **Provision of appropriate signage as it relates to ingress and egress;** 5) **The dumpster is to be located on the West boundary of the site;** 6) **Funding a second traffic calming device for Hurlbert Street upon determination of necessity by the City;** 7) **Completion of the Subdivision process;** and 8) **Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Pappas". The signature is written in a cursive, flowing style with a large initial "M".

Margaret Pappas

Deputy Director, Planning & Zoning Department

mst

attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 22, 2018

Joseph Asarisi
6170 Omni Park Dr, Ste C
Mobile, AL 36609

Re: **2503, 2505 & 2507 Old Shell Road and 35 & 37 Hurlbert Street**
(South side of Old Shell Road, 60'± West of Hurlbert Street extending to the West side of Hurlbert Street, 100'± South of Old Shell Road).
Council District 1
ZON-000690-2018 (Rezoning)
Joseph N. Asarisi

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

At its meeting on October 18, the Planning Commission considered your request for a change in zoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential District, to B-1, Buffer Business District.

At the meeting, the Planning Commission decided to recommend approval of the request to the City Council, subject to the following conditions:

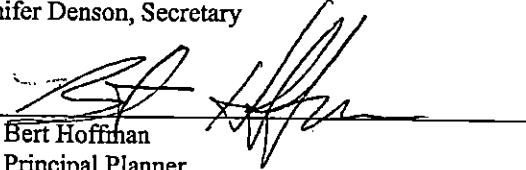
- 1) Provision of an 8-foot high opaque (wood or synthetic wood) fence along the South property line, to end in-line with the facade of the house to the South, and the provision of a 10-foot wide evergreen vegetative buffer;
- 2) The curb cut to Old Shell Road is to have separate right and left turn exit lanes, in addition to the entry lane;
- 3) The curb cut to Hurlbert Street is to only allow for right in/left out from the site;
- 4) Provision of appropriate signage as it relates to ingress and egress;
- 5) The dumpster is to be located on the West boundary of the site;
- 6) Funding a second traffic calming device for Hurlbert Street upon determination of necessity by the City;
- 7) Completion of the Subdivision process; and
- 8) Full compliance with all municipal codes and ordinances.

The advertising fee for this application is \$349.75. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Bert Hoffman
Principal Planner

cc: CA Property, LLA

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 3, 4 AND 7 OF HOMER PLACE, BLOCK 1, AS RECORDED IN DEEDBOOK 116, PAGE 241, RECORDED BY THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA. (PROPOSED TO BE LOT A CLARK'S OLD SHELL ROAD SUBDIVISION).

LOT 1 J.C. LAWRENCE SUBDIVISION, MAPBOOK 117, PAGE 36, RECORDED BY THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA. (PROPOSED TO BE LOT A CLARK'S OLD SHELL ROAD SUBDIVISION).

The classification of said property is hereby changed from **B-2, Neighborhood Business District**, and **R-1, Single-Family Residential District**, to **B-1, Buffer Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **B-1, Buffer Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-1, Buffer-Business District**, until all of the conditions set forth below have been complied with: 1) **Provision of an 8-foot high opaque (wood or synthetic wood) fence along the South property line, to end in-line with the facade of the house to the South, and the provision of a 10-foot wide evergreen vegetative buffer;** 2) **The curb cut to Old Shell Road is to have separate right and left turn exit lanes, in addition to the entry lane;** 3) **The curb cut to Hulbert Street is to only allow for right in/left out from the site;** 4) **Provision of appropriate signage as it relates to ingress and egress;** 5) **The dumpster is to be located on the West boundary of the site;** 6) **Funding a second traffic calming device for Hurlbert Street upon determination of necessity by the City;** 7) **Completion of the Subdivision process;** and 8) **Full compliance with all municipal codes and ordinances.**

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

adopted:

Lisa Lambert, City Clerk

Joseph N. Asarisi

2503, 2505, & 2507 Old Shell Road and 35 & 37 Hurlbert Street

(South side of Old Shell Road, 60'± West of Hurlbert Street extending to the West side of Hurlbert Street, 100'± South of Old Shell Road).

Council District 1

Fredrick D. Richardson

**ZONING AMENDMENT &
SUBDIVISION STAFF REPORT****Date: October 18, 2018****NAME**

Joseph N. Asarisi

SUBDIVISION NAME

Clark's Old Shell Subdivision

LOCATION

2503, 2505 & 2507 Old Shell Road and 35 & 37 Hurlbert Street

(South side of Old Shell Road, 60'± West of Hurlbert Street extending to the West side of Hurlbert Street, 100'± South of Old Shell Road)

**CITY COUNCIL
DISTRICT**

District 1

PRESENT ZONING

B-2, Neighborhood Business District and R-1, Single Family Residential District

PROPOSED ZONING

B-1, Buffer Business District

**REASON FOR
REZONING**

Changing conditions leading to a need to rezone.

AREA OF PROPERTY

1 Lot / 0.9 ± Acre

CONTEMPLATED USE

Subdivision approval to create one (1) legal lot from four (4) legal lots of record; and Rezoning from R-1, Single-Family Residential and B-2, Neighborhood Business District to B-1, Buffer Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE

The schedule for construction would begin November 2018 and estimated completion date would be July 2019.

**ENGINEERING
COMMENTS**

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures.
- C. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing.
- D. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department.

Rezoning:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING

COMMENTS

Lot is limited to one curb cut per street frontage with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Any new on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY

COMMENTS

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.

FIRE DEPARTMENT

COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code)

REMARKS

The applicant is requesting Subdivision approval to create one (1) legal lot from four (4) legal lots of record; and Rezoning from B-2, Neighborhood Business District and R-1, Single-Family Residential District to B-1, Buffer Business District.

It should be noted that the Clark's Old Shell Subdivision was granted Tentative Approval by the Planning Commission at its January 4, 2018 meeting, but has not yet been recorded. This Subdivision included 2503, 2505, and 2507 Old Shell Road and 37 Hurlbert Street.

The site has been given a Traditional Neighborhood Center (NC) land use designation, per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ ac— must be compatible in character with that of surrounding residential development, providing

appropriate transitions in height, massing and other buffering from one land use district to the next.

- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Regarding the Subdivision request, the applicant proposes to create one (1) legal lot from four (4) legal lots of record.

The proposed lots front Old Shell Road, a major collector street, and Hurlbert Street, a minor street with curb and gutter. The preliminary plat illustrates a 90' right of way width along Old

Shell Road, and a 50' right-of-way width for Hurlbert Street. If approved, the right-of-way widths should be retained on the Final Plat.

A 25-foot minimum building setback line is depicted on the preliminary plat along Old Shell Road. A 60-foot minimum building setback line is depicted on the preliminary plat for a portion of the proposed lot that fronts Hurlbert Street. The partial 60-foot setback along Hurlbert Street conflicts with the 25-foot setback shown on the site plan submitted with the Zoning application. The discrepancy should be resolved so that they match. If approved, 25-foot the minimum building setback line should be revised to extend the entire width of the lot that fronts Hurlbert Street.

The lot size is labeled in both square feet and acres and if approved, should be retained on the Final Plat.

Regarding the request for rezoning, the applicant proposes to rezone the proposed lots from R-1, Single-Family Residential and B-2, Neighborhood Business District, to B-1, Buffer Business District.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail:

- 1) there is a manifest error in the Ordinance;
- 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
- 3) there is a need to increase the number of sites available to business or industry; or
- 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant states:

"2503-2507 Old Shell Road: these lots will be subdivided to include 35 Hurlbert Street. 35 Hurlbert Street is currently zoned R-1. 2503-2507 Old Shell Road is currently zoned B-2. The proposed B-1 zoning for all parcels would better accommodate the surrounding residential area. The B-1 Zoning will provide 8-5 business hours. The existing B-2 Zoning would allow restaurants with a drive-thru that would be disruptive to the adjacent residents."

The applicant also states:

"The proposed re-zoning of 2503-2507 Old Shell Road from B-2 and 35 Hurlbert Street from R-1 to all B-1 is to allow the proposed medical/office building the appropriate zoning for the development. Lot 3 and 4 of the Homer Place Subdivision and Lot 1 of the J.C. Lawrence Subdivision is currently zoned to B-2 and the Lot 7 is zoned as R-1."

The proposed re-zoning of 2503-2507 Old Shell Road from B-2 and 35 Hurlbert Street from R-1 to all B-1 is to eliminate the split zoning of the lot. Proposed zoning will be more appropriate for the medical/ office building in the surrounding residential setting. The medical office will have 8-5 business hours with no possibility of drive thru.

The schedule for construction would begin November 2018 and estimated completion date would be July 2019.

The rezoning site is bounded to the North by B-2, Neighborhood Business Districts, to the West by B-1, Buffer Business Districts and B-2, Neighborhood Business Districts, to the East by B-3, Community Business District, and to the South by R-1, Single Family Residential.

The site plan submitted by the applicant illustrates a 10,000 square foot two-story medical office. There are 64 proposed parking spaces provided and 2 proposed curb cuts. A 10' buffer as well as a 6' privacy fence is illustrated on the site plan where the commercial property abuts residential property along Hurlbert Street. A 25' minimum building setback is illustrated along both street frontages on the site plan (though not on the preliminary plat). Full compliance with tree planting and landscaping requirements will be required, if approved.

The B-2 portion of the site appears to have been so designated since 1967, when the current Zoning Ordinance was adopted. The B-3 site across Hurlbert Street was also a B-2 district until 1995, when the B-3 rezoning request was approved. The requested B-1 district would reduce the range of uses versus what is currently allowed and would potentially be more compatible with the residential uses along Hurlbert Street.

RECOMMENDATION

Subdivision: Based upon the preceding, the Subdivision request is recommended for Tentative Approval, subject to the following conditions:

- 1) Provision of the 25-foot minimum building setback line along Old Shell Road and Hurlbert Street;
- 2) Retention of 90' right-of-way width to Old Shell Road;
- 3) Retention of 50' right-of-way width to Hurlbert Street;
- 4) Retention of the lot size information in both square feet and acres;
- 5) Compliance with Engineering comments (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures. C. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing. D. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the

- revised original (signatures not required) of the revised Final Plat to the Engineering Department.);*
- 6) *Compliance with Traffic Engineering comments: (Lot is limited to one curb cut per street frontage with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Any new on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
 - 7) *Compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit;*
 - 8) *Compliance with Fire comments (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code)); and*
 - 9) *Completion of the Subdivision process prior to any requests for land disturbance or new construction.*

Rezoning: Based upon the preceding, the Rezoning request is recommended for approval as B-1, Buffer Business District, subject to the following conditions:

- 1) Completion of the Subdivision process; and
- 2) Full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

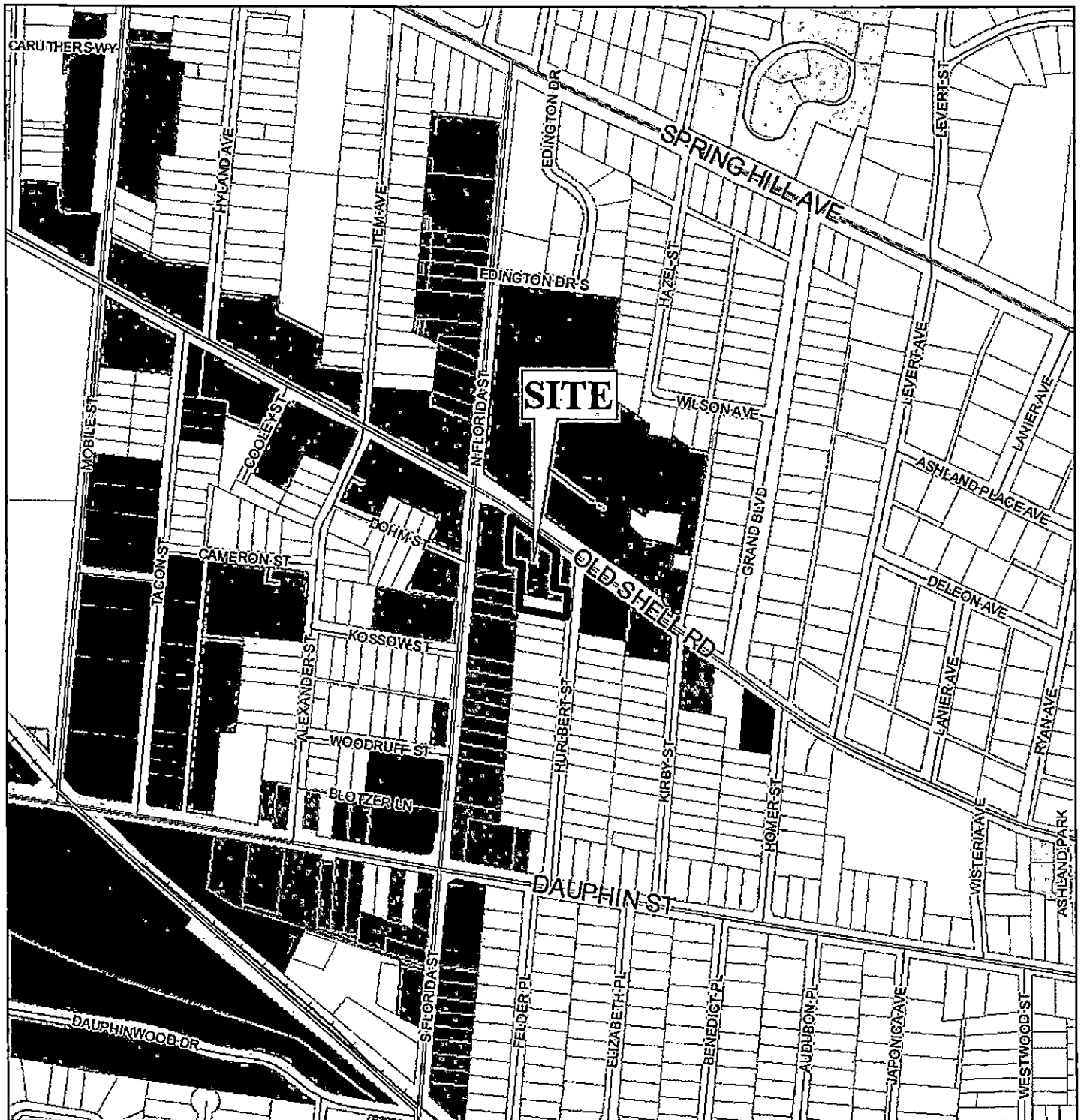
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1

N



NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1



FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1

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



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous units.

APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

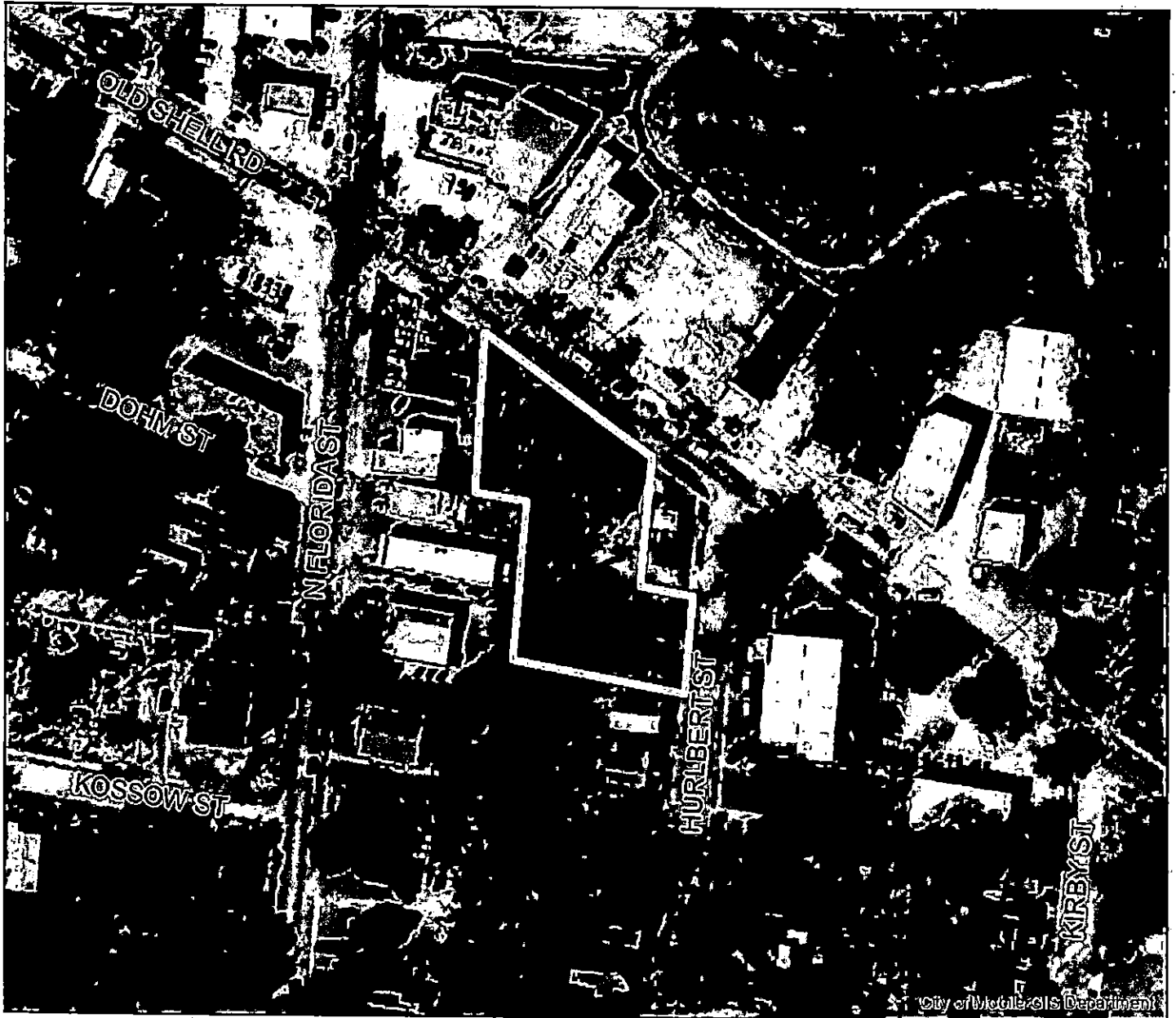
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1

R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2
R-2 H-B LB-2 B-4 I-2 SD T4 T6



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous units.

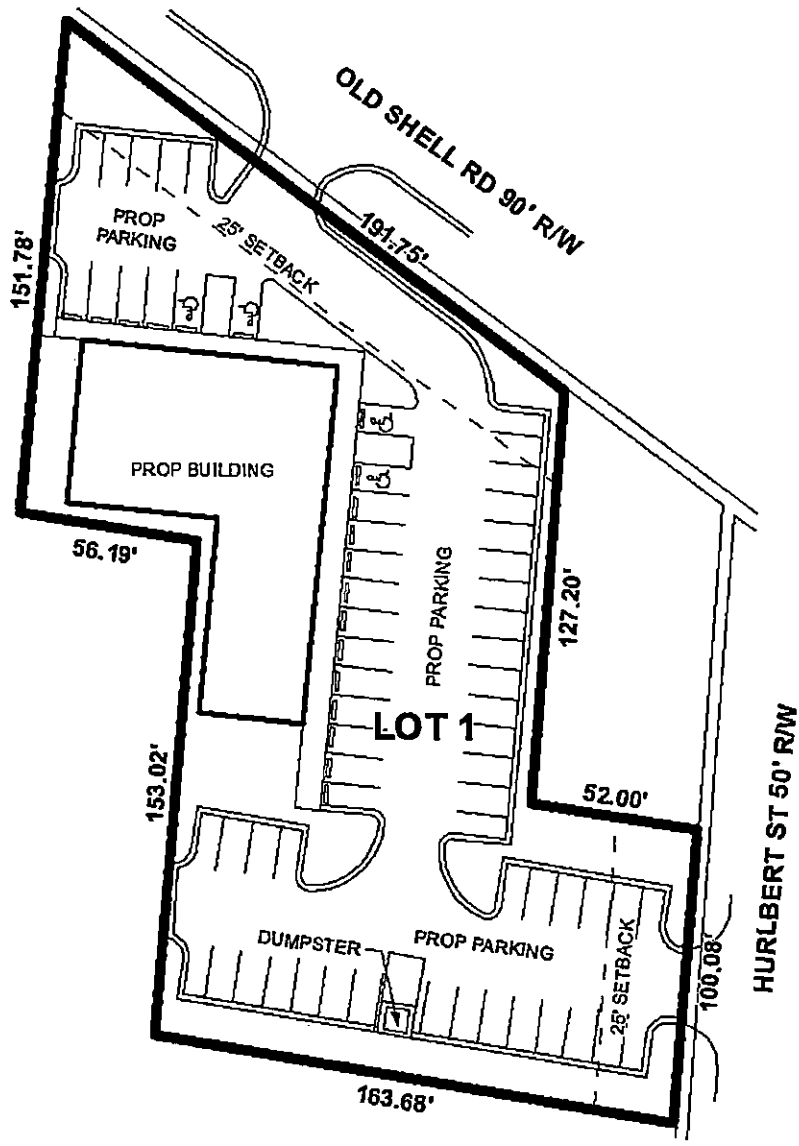
APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1



SITE PLAN



The site plan illustrates the proposed building, proposed parking, and setbacks.

APPLICATION NUMBER 6 DATE October 18, 2018

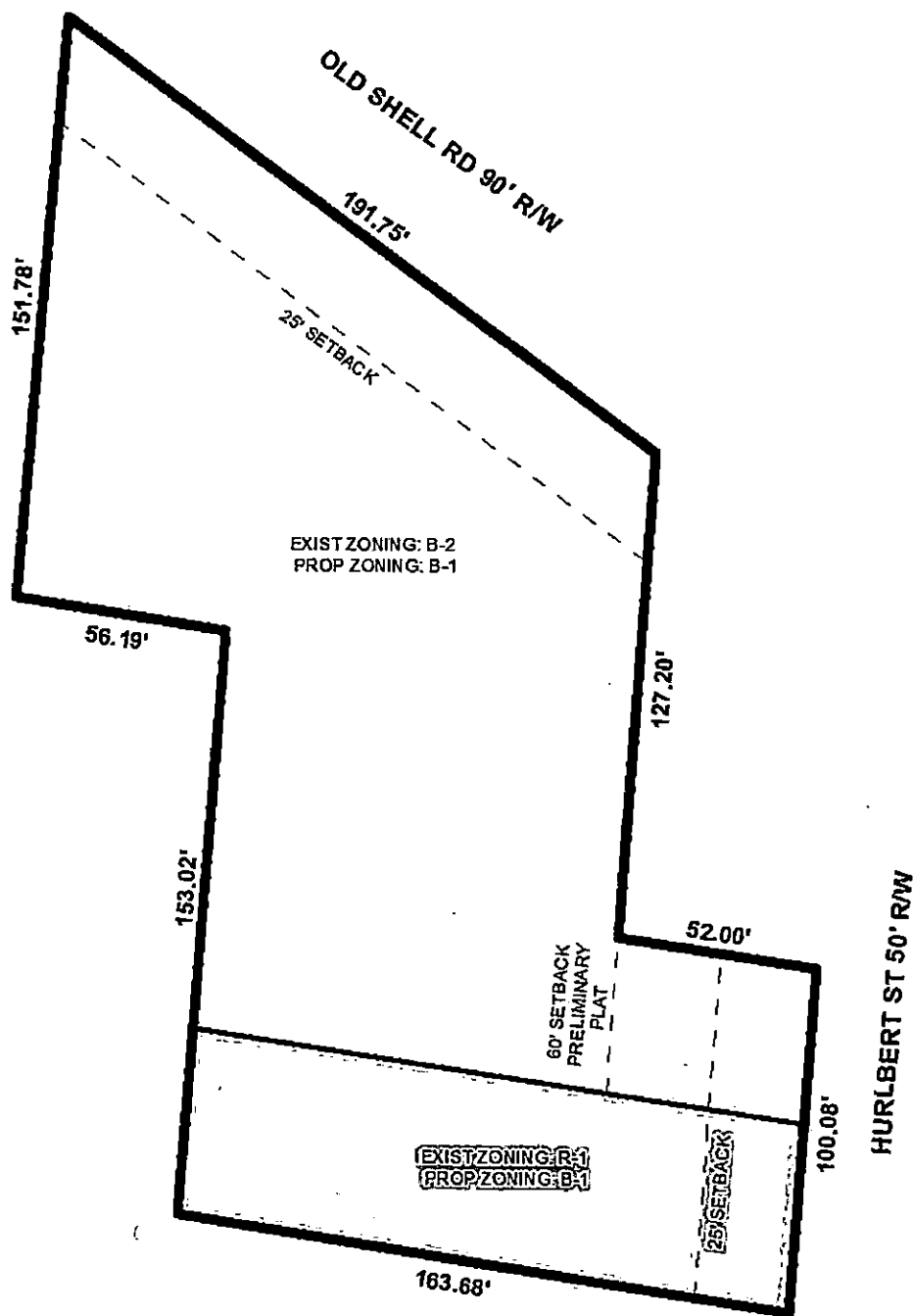
APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1



NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE October 18, 2018

APPLICANT Clark's Old Shell Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-1



NTS

ZON-000690-2018

Manage Plan ZON-000690-2018 Address 2503 OLD SHELL RD

Menu

- Plan Details
- Additional Info
- Linked Records
- Workflow Details
- eReviews Project Details
- Associated Tasks
- Conditions
- Bonds
- Documents
- GIS Information
- History

Plan Details

Plan Type: Zoning Project: [] Apply Date: 9/17/2018

Work Class: Rezoning District: City Council Expire Date: Enter date

Plan Status: Submitted - Online Assigned To: [] Complete Date: Enter date

Description: Change of zoning on Old Shell Road and Hurbert St. Approval Expire Date: Enter date

Parcels (4) Addresses (4) Zones (2) Contacts (2) Notes Activities Fees (4) Holds Review Team Inspection Cases Impact Units Add Parcel

Drag a column header and drop it here to group by that column

	Parcel Number	Map	Main	Parcel Split Process
☒	R022907230006077.	☒	☒	☒
☒	R022907230006076.	☒	☒	☒
☒	R022907230006078.	☒	☒	☒
☒	R022907230006041.	☒	☒	☒

SEP19 '18 8:57AM

Version: 2016.3.0.244 Last changed by Hoffman, Bert on Tuesday, September 18, 2018 11:51 AM