



## **AGENDA MOBILE CITY COUNCIL MEETING**

Tuesday, November 13, 2018, 10:30 AM

**1. CALL TO ORDER**

**2. INVOCATION**

Reverend Gregory West, Rehoboth Baptist Church

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

**6. APPROVAL OF MINUTES**

November 6, 2018

**7. COMMUNICATIONS FROM THE MAYOR**

**8. REPORTS OF COMMITTEES**

**9. NEW COMMITTEE ASSIGNMENTS**

**10. ADOPTION OF THE AGENDA**

**11. APPEALS**

Appeal of Jeffrey and Pamela Kent concerning the Architectural Review Board's denial of the application regarding the retention of railing, gate and planters at 1654 Government Street (held over from September 11, 2018).

**12. PRESENTATION OF PETITIONS AND OTHER  
COMMUNICATIONS TO THE COUNCIL**

Shawn Bivens

Wesley Young

**13. ORDINANCES HELD OVER**

64-029 Rezone property at 3703 Old Shell Road (southwest corner of Old Shell Road and Wacker Lane) from R-1 to LB-2 (District 7) (Applicant: BRPC Holdings, LLC).

64-030 Rezone property at 3262 Old Carline Street (northeast corner of Old Carline Street and Furr Street) from R-1 and B-1 to B-3 (District 1) (Applicant: Felder Holdings, LLC).

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

#### **14. RESOLUTIONS HELD OVER**

21-790 Authorize appropriation contract with County of Mobile for the purpose of assisting local small disadvantaged business owners in the construction field obtain insurance and bonding for projects through the Micro-Economic Loan Program (sponsored by Mayor Stimpson) (submitted by Archinique Kidd, Supplier Manager)

21-792 Authorize a professional services contract with Marion Steinfelds to provide certain communications services for the Mobile City Council (sponsored by Councilmembers Manzie, Richardson, Small and Rich) (submitted by Wanda Cochran, Council Attorney).

31-791 Authorize the Mayor to apply, accept and receive funding from the Department of Homeland Security-FEMA FY2018 Assistance to Firefighters Grant, \$213,600.00 (\$21,360.00 local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul M. Sealy, Mobile Fire-Rescue Department).

#### **15. CONSENT RESOLUTIONS BEING INTRODUCED**

37-793 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Nixon's, 1801 Old Shell Road (sponsored by Councilmember Richardson).

58-794 Declare weeds noxious, Group 1586.

58-795 Authorize removal of weeds, Group 1583.

#### **16. CIP RESOLUTIONS BEING INTRODUCED**

21-796 Authorize contract with Aeiker Construction Corporation for Rickarby Park-Basketball Court Fencing and Sidewalk, \$45,900.00 (PR-001-19; 2019 CIP #2009) (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

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).

## **17. RESOLUTIONS BEING INTRODUCED**

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).

## **18. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **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

11/8/2018 -  
11:04 AM



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**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description          | Type       | Upload Date |
|----------------------|------------|-------------|
| Documentation Part 1 | Cover Memo | 9/6/2018    |
| Documentation Part 2 | Cover Memo | 9/6/2018    |

### **REVIEWERS:**

| Department Reviewer            | Action   | Date               |
|--------------------------------|----------|--------------------|
| City Clerk    Henley, Jennifer | Approved | 9/6/2018 - 2:54 PM |



Mr. Jeffrey and Mrs. Pamela Kent  
1654 Government Street  
Mobile, AL 36604

Dear Mr. and Mr. Kent:

This correspondence concerns the status of an application that appeared before the City of Mobile's Architectural Review Board (ARB). The ARB is a regulatory body whose members are appointed by City Council. The Review Board is charged by city law to review new construction, renovations, and demolitions in Mobile's local historic districts.

The City of Mobile Architectural Review Board met on June 6, 2018, to review your request for the retention of railing, gate and planters. Upon reviewing the application and discussion, the board requested a holdover to allow for the Design Review Committee to meet and further discuss possible solutions.

I will be contacting you shortly to set up an onsite meeting with the Design Review Committee. If you have any further questions, please feel free to call the Mobile Historic Development Commission staff.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Paige'.

Paige Largent  
Architectural Historian/ Surveyor I  
City of Mobile, Historic Development

**APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS**  
**CERTIFIED RECORD**

**2018-17-CA:** 1654 Government Street  
**Applicant:** Pamela and Jeffrey Kent  
**Received:** 5/21/2018  
**Meeting:** 6/6/18

**INTRODUCTION TO THE APPLICATION**

Historic District: Old Dauphin Way  
Classification: Contributing  
Zoning: R-1  
Project: Porch Related: Retain wooden porch railing, planters, and gate constructed without Certificate of Appropriateness.

**BUILDING HISTORY**

This Arts and Crafts influenced bungalow was designed by notable local architect C.L. Hutchisson, Sr. and constructed in 1924.

**STANDARD OF REVIEW**

Section 9 of the Preservation Ordinance states “the Board shall not approve any application proposing a Material Change in Appearance unless it finds the change...will not materially impair the architectural or historic value of the building, the buildings on adjacent sites or in the immediate vicinity, or the general visual character of the district...”

**STAFF REPORT**

- A. This property last appeared before the Architectural Review Board on October 24<sup>th</sup>, 1995 according to the MHDC vertical files. At that time the repair of a roof was approved. The proposed scope of work includes retaining wooden railings and planters.
- B. The Design Review Guidelines for Mobile’s Historic Districts state, in pertinent part:
  - 1. “The removal or alteration of any historic landscaping features, materials, or distinctive architectural features should be avoided.”
  - 2. “Deteriorated architectural features shall be repaired rather than replaced, wherever possible.”
  - 3. “Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site should be treated with sensitivity with particular emphasis on preservation of the features.”
  - 4. “Preserve an original porch or gallery on a house.”
  - 5. “Replace a historic porch element to match the original.”
  - 6. “Use replacement materials and elements that are appropriate to the style, texture, finish, composition and proportion of the historic structure.”
  - 7. “When reconstructing a porch, pay particular attention to matching the handrails, lower rails, balusters, decking, posts/columns, proportions and decorative details.”
  - 8. “Do not use a railing that is too elaborate for the building (of a different style).”

**C. Scope of Work (per submitted site plan):**

- 1. Retain the following porch components:.

- a. Wooden slats will stack to form a wooden railing.
- b. The railing will be placed between existing brick plinths and planters.
- c. The wooden planters will be constructed on top of brick plinths.
- d. A wooden stair with gate will be located on the east elevation and access the side yard.
- e. Wood will be stained.

## **STAFF ANALYSIS**

This application involves the retention of porch railing, planters and wooden stairs with gate installed without a Certificate of Appropriateness.

The house had featured a Craftsman style, geometric patterned railing. There is no pictorial evidence which shows this railing was original to the house. Photographic evidence shows this Craftsman style railing was in place until 2017. When replacing a porch detail, the *Design Guidelines for Mobile's Historic Districts* state that where a deteriorated detail is beyond repair, a porch element should match the original (See B-5). No evidence exist in the vertical file that this railing had been replaced in previous years, although it is safe to assume the railing had at least been repaired.

The guidelines further address replacement of porch elements are to be appropriate to the style, finish and texture, composition and proportion of the historic building (See B-6). While the wood material of railings, planters, and gate is acceptable, the composition of boards is not in keeping with the guidelines. Specifically, the height of the railing above the brick plinths and planters are not compatible to the bungalow nature of the structure.

## **STAFF RECOMMENDATION**

Based on B (1-6), Staff does believe the application as is will impair either the architectural or the historical character of the property or district. Staff recommends denial of the application as proposed.

## **PUBLIC TESTIMONY**

Mrs. Pamela Kent, owner, and was present to discuss the application.

## **BOARD DISCUSSION**

The Board discussion took place concurrently with the public testimony.

Mr. Oswalt welcomed the owner and asked if there were any comments, clarifications or questions he would like to make.

Mr. Roberts stated the bungalow was a well known piece of Mobile architecture. Mr. Roberts asked if the applicant had been given permission to remove the front fence along the southern perimeter of property and repaint. Ms. Lague stated the owner received approval to repaint and that the focus of the Board is approval or denial for a railing, gate and planters constructed without a Certificate of Appropriateness. Mrs. Kent stated before the removal of foliage and fence installed along the southern perimeter of the property, you could not visibly see porch. She further explained that terracotta pots had sat on the brick piers prior to the installation of newly constructed planters. Mrs. Kent continued by saying the rail was replaced because of rot, termites and concern over the height of the rail for safety. She noted at this point it be a financial burden to replace the railing.

Mr. Allen emphasized the Board was only reviewing the railing, gate, and planters installed without a Certificate of Appropriateness.

Mr. Stone expressed concern for the height of the railing and that it did not fit between the brick piers. Mrs. Kent proposed landscaping in front of the porch to conceal portions of the rail. Mr. Roberts noted the installation of shrubs or plantings would not solve the issue.

Mrs. Kent stated the height of the railing was 36-1/2" and the height of the brick piers are 26". She proposed the removal of a couple of the horizontal boards to bring the height down. Mr. Stone stated that in the photographic evidence seen, previous railing was no higher than the height of the brick piers. Ms. Lague the acceptable height for a residential railing per code is at least 34" in height. She stated constructing a railing not based on recent photographic evidence would trigger code compliance and would not be grandfathered in.

Mr. Roberts stated the configuration of the railing overpowers the rest of the house. Mr. Stone asked if the railing, gate, and planters were stained. Mrs. Kent replied the wood was stained to a dark walnut color.

Mr. Roberts asked if the color of the house was going to be white. Mrs. Kent confirmed the color of the house was to be white with a darker trim.

Mr. Stone proposed removing a few of the horizontal boards which compose the railing and installing a simplistic metal rail between the planters for height. Mrs. Echols stated she would be agreeable to Mr. Stone's proposal and suggested the railing be painted bronze.

Mr. Holmes stated the owner should replace the railing according to photographic evidence or what was previously installed. He further explained the previous railing was in keeping with the bungalow nature of the house. Mr. Holmes commented this house is the finest example of architecture for that period. Mr. Roberts agreed with Mr. Holmes.

Mrs. Kent stated her family owns three large dogs and that the removal of the fence on the southern perimeter, and the cleaning of the landscape allow them to access the yard. She further noted she was not sure if the railing was the original. Mrs. Kent cited a similar house in Old Dauphin Way that has no railing. She commented the family is concerned with safety and that people have been coming to the porch.

Mr. Stone inquired into protocol if the railing was not original. Mr. Holmes stated a thin handrail to achieve the height above a Chippendale railing (like one previously installed) or something fitting to the period would be appropriate.

Mrs. Kent stated the removal of the metal fence and landscaping allowed the house to be viewed. She stated most people did not notice it before. Mr. Roberts explained the Board reviews certain landscape components as well. He further explained the house is a famous Government Street house.

Mr. Allen noted if the application was denied the applicant would have to wait six months to return before the Board. Mrs. Hasser suggested organizing a Design Review Committee to potentially present the Board a solution at a later date.

Ms. Lague stated the removal of fence along the front perimeter, the installation of a new fence surrounding a side yard, and the installation of a metal gate at the front entrance had been approved at staff level.

Mrs. Echols reiterated her statement that Mr. Stone had a viable solution. Mr. Stone stated there were two possible solutions: modifying the rail or placing a rail more suitable to the period. Mr. Oswalt suggested a Design Review Committee as well. Ms. Lague explained the issue is multi-faceted. She further explained



the issue pertains to compatibility with the house, compatibility with the neighborhood, composition of railing, and code issue if a new railing not based on photographic evidence is constructed.

Mrs. Kent stated issues with the homeless population on her property, specifically front porch. Mr. Roberts stated the Government Street corridor is known to be a major thoroughfare for the city.

No further discussion from the Board ensued.

Mr. Oswalt opened the application to public comment. With no one to speak either for or against the application, Mr. Oswalt closed the period of public comment.

Mr. Holmes suggested a Design Review Committee should convene, with the understanding the Board will discuss the suggestions of the Design Review Committee and vote at a later date. He noted if the application is denied, the applicant can appeal to City Council.

### **FINDING OF FACT**

Mr. Holmes moved that, based upon the evidence presented in the application and during the public testimony, a Design Review Committee meet on site and report back to the Board for a final vote. He stated while the rail might not be original to the house, it had been installed for a long period of time and was in keeping with the style of the house.

Mr. Robert Allen and Mrs. Catarina Echols volunteered to be on the Design Review Committee.

The motion received a second and was unanimously approved.

### **DECISION ON THE APPLICATION**

The application was held over until July 18<sup>th</sup>, 2018.

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**STAFF RECOMMENDATION**

Based on B (1-6), Staff does believe the application as is will impair either the architectural or the historical character of the property or district. Staff recommends denial of the application as proposed.

# Architectural Review Board Application For Proposed Work in Mobile's Historic Districts

Date of Application: \_\_\_\_\_ Date Received: \_\_\_\_\_

Address of Property: 1654 Government Street

Cost of Project (Required): 900.00 Materials Fee Paid: ☐ \$ \_\_\_\_\_ Check #: \_\_\_\_\_

Name of Owner: Pamela + Jeffrey Kent  
Owner's Address: 1654 Government Street, Mobile, AL 36604  
Owner's Email: JeffKent.JK@gmail.com Owner's Telephone: 251-401-5448 Pamela  
Other Contact Information: 251-471-4481 Work 251-379-0331 Jeff  
(Jeff + Pam)

Owner's Representative Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Other Contact Information: \_\_\_\_\_

Describe the Proposed Work:

Replacing Porch railing & Adding Porch gate. 3 Planters  
material is wood  
color stained walnut finish.

The work has already been done. Was unaware that  
I would have to be approved for this work.

Does the work involve demolition of a structure? ☐ No ☐ Yes Please fill out demolition portion of application.

Does the proposed work involve signage? ☐ No ☐ Yes, \$5.00 fee. Please fill out signage portion of application.

Will the proposed work require the removal of any trees from the site? ☐ No ☐ Yes

If yes, attach a detailed site plan showing all trees and landscaping that will be removed and contact the Urban Forester at 208-7091 for Tree Permitting Requirements.

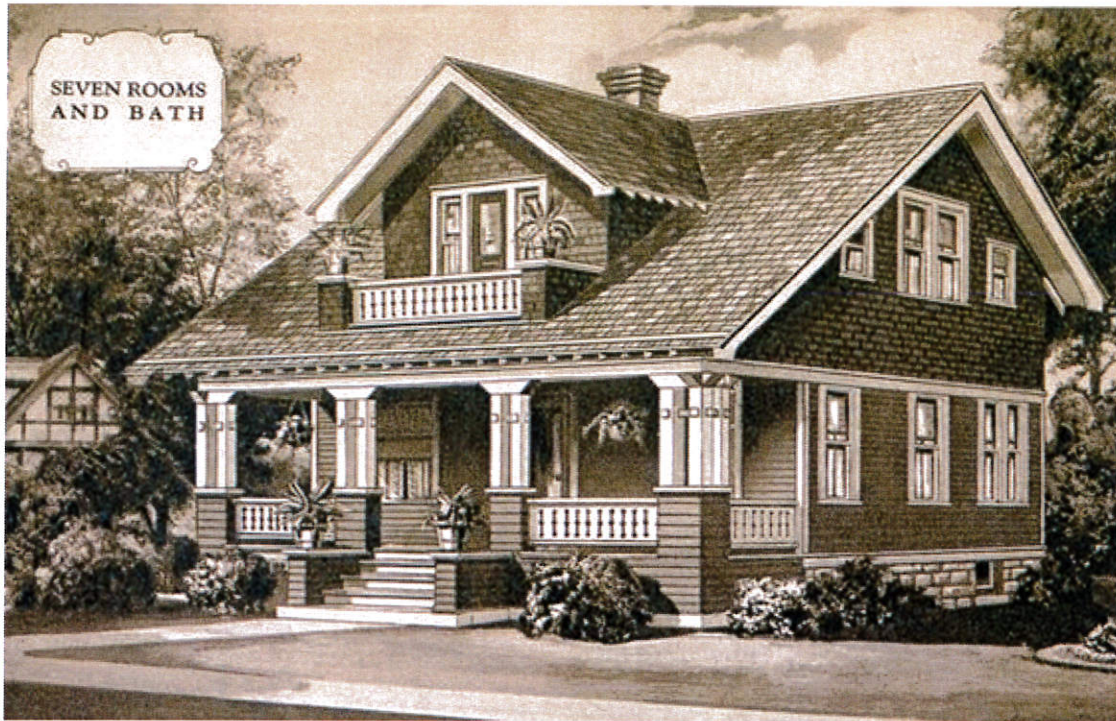
**REQUIRED PLANS:** If plans are required for the project please attach the following:

- Attach two (2) sets of plans: one large scale set and one 11"x17" reproducible set,
- Also attach one set of photographs to the application.
- If available, electronic plans should also be submitted as a TIFF or PDF.
- A \$15 or \$5.00 application fee is due upon filing. Check should be made out to the City of Mobile.



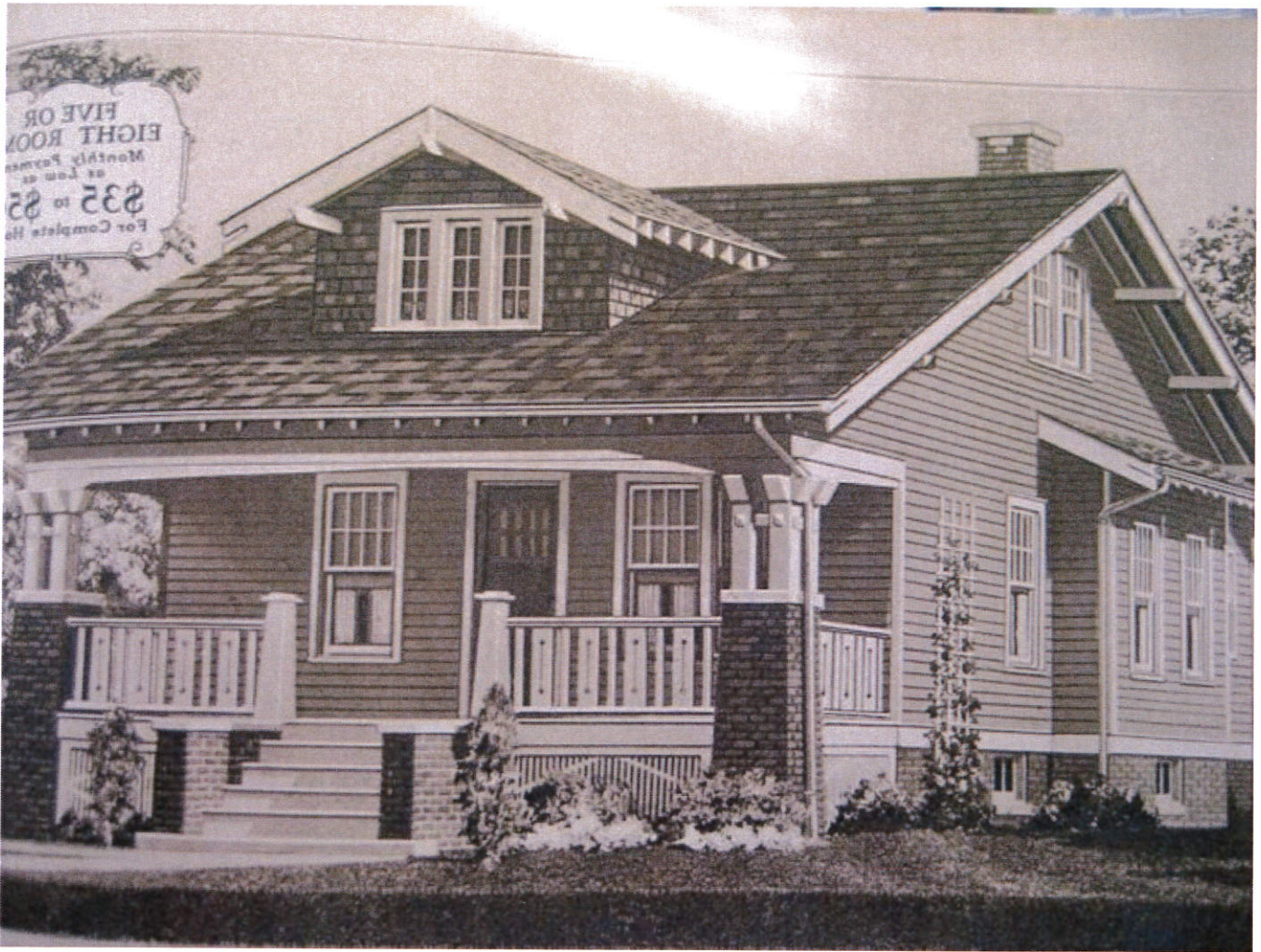


Railing ~~ca~~. circa 2017



Example of railing ~~aa~~ a



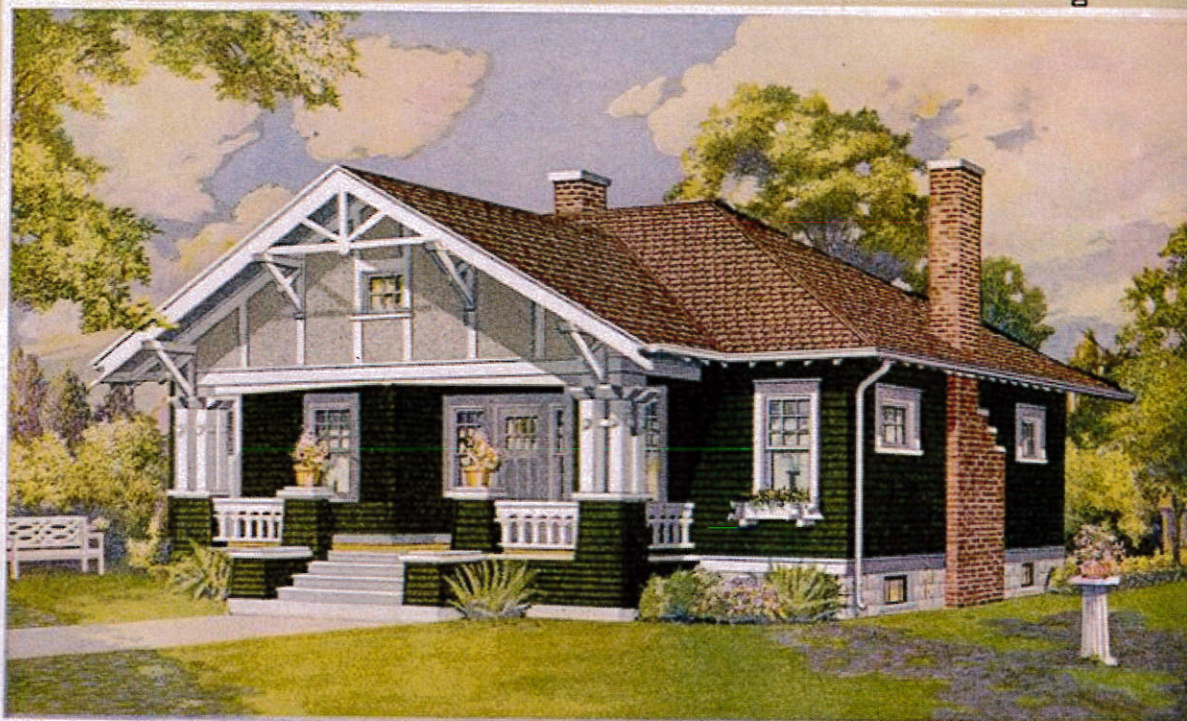


*Example of railing on bungalow*



# Example of railing

## REFINEMENT AND COMFORT HERE



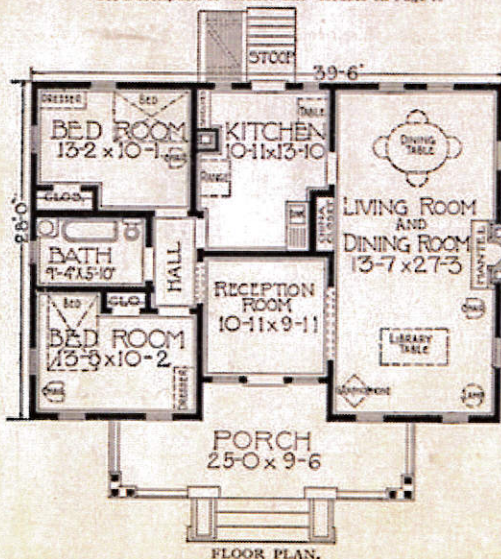
### The ELSMORE

No. 2013 "Already Cut" and Fitted.

Honor Bilt

\$1,945<sup>00</sup>

See Description of "Honor Bilt" Houses on Page 7.



Best the Carpenter Ever Built.

Hanaford, Ill.

Sears, Roebuck and Co.

Gentlemen:—I have my new home nearly complete and am living in it. I am well pleased with it and the material was better than I expected. My carpenter said it was the best house all around that he ever built. I am sending you a small photo of our new home.

C. M. DIXON.

Our Guarantee Protects You—Order Your House From This Book  
Price Includes Plans and Specifications.

At the above price we will furnish all the material to build this five-room bungalow, consisting of mill work, flooring, siding, porch ceiling, finishing lumber, building paper, eaves trough, down spout, sash weights, mantel, china closet, medicine case, hardware, painting material, lumber, lath and shingles. We guarantee enough material to build this house. Price does not include cement, brick or plaster.

A POPULAR, inexpensive and graceful bungalow, well lighted and ventilated. Large porch, with bungalow columns and porch rail.

**Main Floor** Rooms on the main floor are 9 feet from floor to ceiling. A large hall opens through a cased opening into an exceptionally large living room intended to be used as a combination living room and dining room. Note the beautiful Craftsman front door glazed with square lights of glass to match windows. All the windows are Queen Anne style. The bathroom is located between the two chambers.

**Basement** This house has an excavated cellar under entire house, 7 feet high from floor to joists, with concrete floor.

We furnish our best "Quality Guaranteed" mill work, shown on pages 108 and 109. Interior doors are five-cross panel, with trim and flooring to match, all yellow pine, in beautiful grain and color. Windows are made of clear California white pine with good quality glass set in with best grade of putty. Porches have fir edge grain flooring.

Paint for three coats outside. Varnish and wood filler for interior finish. Chicago Design hardware, see page 116.

Built on a concrete foundation. No. 1 yellow pine framing lumber. Sided with narrow bevel cypress siding and has best grade of thick cedar shingle roof.

#### OPTIONS

Sheet Plaster and Plaster Finish to take the place of wood lath, \$151.00 extra. See page 114. Oriental Asphalt Shingles, instead of wood shingles, \$27.00 extra.

Fire-Chief Shingle Roll Roofing, Red or Sea Green in color, instead of wood shingles, \$37.00 less.

Oak Doors, Trim and Floors in hall and living room, instead of yellow pine, \$128.00 extra. Maple Flooring furnished for kitchen and bathroom, instead of yellow pine, no extra charge.

Storm Doors and Windows, \$77.00 extra. Screen Doors and Windows, black wire, \$47.00 extra; galvanized wire, \$50.00 extra.

If Mantel is not wanted, deduct \$29.00. This house can be built on a lot 48 feet wide.

Furnished with Basement Stairs going down from kitchen and omitting china closet in living room, no extra charge.

For prices of Plumbing, Heating, Wiring, Electric Fixtures and Shades see page 115.

This house has been built at Logan, Ill., Bertrand, Mo., Fox Lake, Wis., Farnhamville, Iowa, Cohasset, Mass., Brookfield, Ill., and other cities.

SEARS ROEBUCK AND CO. CHICAGO-PHILADELPHIA





Example of railing



This house has been built at Lima, Ohio, McHenry, Ill., South Pekin, Ill., Adena, Ohio, Michigan City, Ind., Toledo, Ohio, Joliet, Ill., and other cities.



**Honor Bilt  
MODERN HOME**

No. C2042 or No. C2010 "Already Cut" and Fitted. Price, \$864.00  
No. C205 or No. C205A Not Cut and Fitted. Price, \$11.00

For \$811.00 we will furnish all the material to build this Five-Room Cottage, consisting of Mill Work, Lumber, Lath, Shingles, Ceiling, Flooring, Finishing Lumber, Building Paper, Pipe, Gutter, Sash Weights, Hardware, Buffet and Painting Material. NO EXTRAS, as we guarantee enough material at the above price to build this house according to our plans.  
Price does not include cement, brick or plaster.

*Example of railing*



## 1654 Government Street



1. South Elevation (Façade)



2. Close up of railing on South Elevation



3. East Elevation, Northwest View



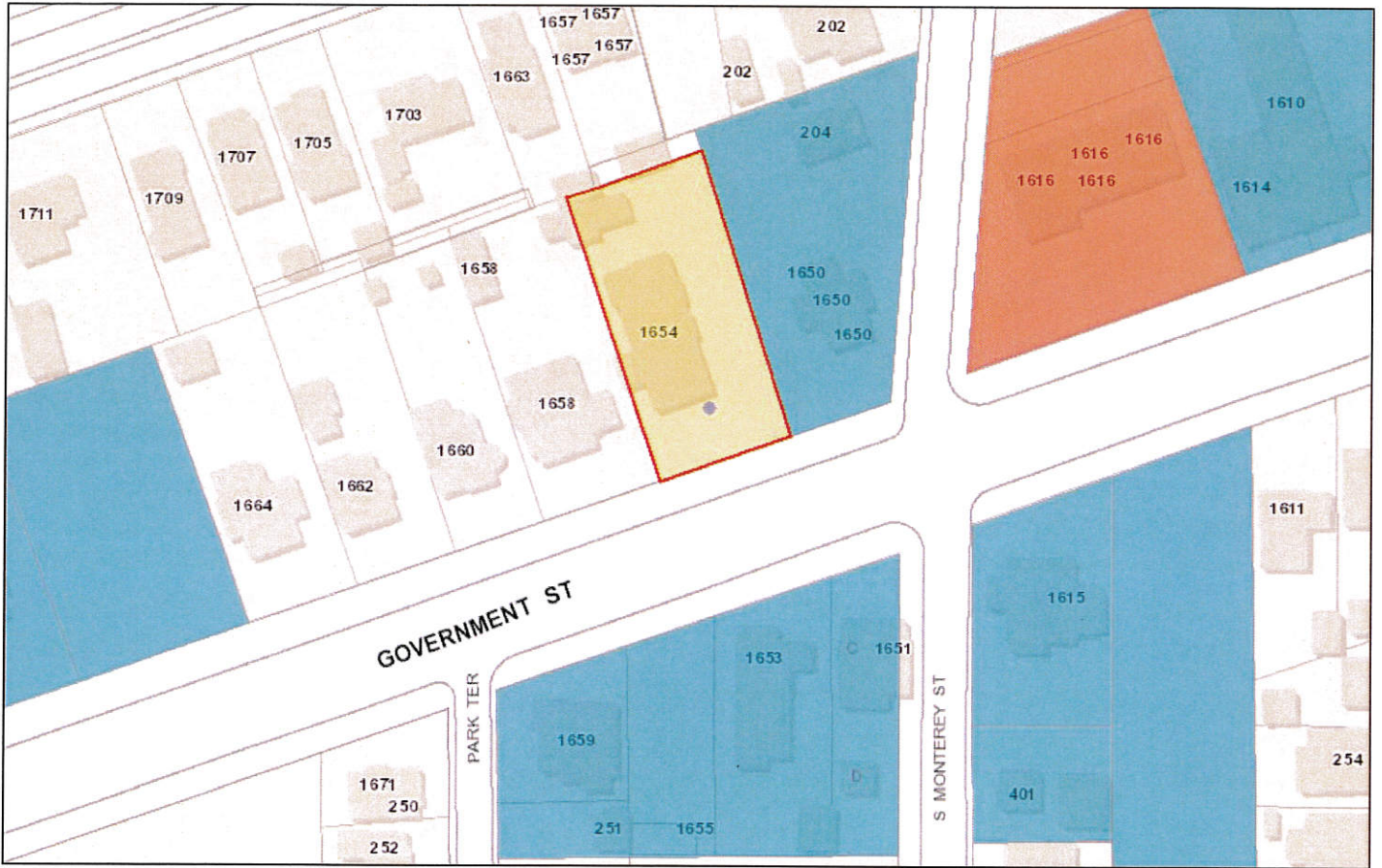
4. Close up of gate West Elevation



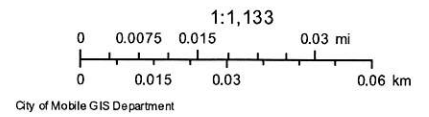
5. Northwest View of Property



# City Map



May 31, 2018



Copyright:City of Mobile - Disclaimer:The City of Mobile cannot verify the accuracy or currency of its digital base map. The City of Mobile makes no representation or warranty as to its accuracy, and in particular, its accuracy of labels, dimensions, or placement or location of any map feature thereon. Do not make business or legal decisions based on this data before validating your decision with a registered land surveyor.

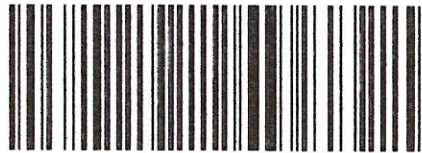


Mobile Historic Development Commission  
200 Government Street  
P.O. Box 1827  
Mobile, AL 36633-1827

7014 0150 0001 8098 6961

| U.S. Postal Service <sup>TM</sup>                                                            |                                  |
|----------------------------------------------------------------------------------------------|----------------------------------|
| CERTIFIED MAIL <sup>TM</sup> RECEIPT                                                         |                                  |
| (Domestic Mail Only; No Insurance Coverage Provided)                                         |                                  |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> |                                  |
| OFFICIAL USE                                                                                 |                                  |
| Postage                                                                                      | \$                               |
| Certified Fee                                                                                |                                  |
| Return Receipt Fee<br>(Endorsement Required)                                                 |                                  |
| Restricted Delivery Fee<br>(Endorsement Required)                                            |                                  |
| Total Postage                                                                                |                                  |
| Sent To                                                                                      | Mr. Jeffrey and Mrs. Pamela Kent |
| Street, Apt. No.<br>or PO Box No.                                                            | 1654 Government Street           |
| City, State, Zip                                                                             | Mobile, AL 36604                 |
| PS Form 3800, August 2006                                                                    |                                  |
| See Reverse for Instructions                                                                 |                                  |

CERTIFIED MAIL<sup>TM</sup>



7014 0150 0001 8098 6961

Mr. Jeffrey and Mrs. Pamela Kent  
1654 Government Street  
Mobile, AL 36604

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul> | <p>A. Signature<br/><b>X</b></p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                             |
| 1. Article Addressed to:<br><br>Mr. Jeffrey and Mrs. Pamela Kent<br>1654 Government Street<br>Mobile, AL 36604                                                                                                                                                                                                               | 3. Service Type<br><input checked="" type="checkbox"/> Certified Mail <sup>®</sup> <input type="checkbox"/> Priority Mail Express <sup>TM</sup><br><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery |
| 2. Article Number<br>(Transfer from service label)                                                                                                                                                                                                                                                                           | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                     |

7014 0150 0001 8098 6961





Mr. Jeffrey and Mrs. Pamela Kent  
1654 Government Street  
Mobile, AL 36604

Dear Mr. and Mrs. Kent:

This correspondence concerns the status of an application that appeared before the City of Mobile's Architectural Review Board (ARB). The ARB is a regulatory body whose members are appointed by City Council. The Review Board is charged by city law to review new construction, renovations, and demolitions in Mobile's local historic districts.

The City of Mobile Architectural Review Board first met on June 6th 2018, to review your request for the retention of railing, gate and planters. Upon reviewing the application and discussion, the board requested a holdover to allow for the Design Review Committee to meet and further discuss possible solutions. A Design Review Committee comprised of Mr. Bob Allen and Mrs. Catarina Echols met on June 14<sup>th</sup> 2018. You requested a holdover for the July 18<sup>th</sup> 2018 meeting, understanding that the Board did not fail to act on the application. On August 1st 2018, the application was further reviewed and discussed by the Board, including a Design Review Committee member. The application was then *denied* based on Sections 6.4, 6.5, and 6.6.

If you should appeal the Board's ruling, there is a fifteen day period from the date of the ruling which to file notice of appeal with the Office of City Clerk. Inquiries regarding the appeal process should be directed to Lisa Lambert at 251.208.7814.

If you have any further questions, please feel free to call the City of Mobile, Historic Development staff.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paige Largue', is written over a light blue circular stamp.

Paige Largue  
Architectural Historian/ Surveyor I  
City of Mobile, Historic Development



## Daniel, Bridget

---

**From:** Daniel, Bridget  
**Sent:** Wednesday, August 01, 2018 4:29 PM  
**To:** 'JeffKent.JK@gmail.com'  
**Cc:** Lague, Paige  
**Subject:** Letter of Decision from the Architectural Review Board  
**Attachments:** 1654 Government Street Denial.pdf

Dear Mr. and Mrs. Kent,

On behalf of the City of Mobile and the Mobile Historic Development Commission, thank you again for submitting an application in one of Mobile's historic districts. We know this can seem overwhelming, but hope that we were able to make the process as easy as possible.

Attached is a Letter of Decision from the Architectural Review Board that met on August 1, 2018. If you should have any questions, please contact the Historic Development Office at 251-208-7281.

Best,

**Bridget Daniel**

Secretary II

Mobile Historic Development

**BUILD MOBILE**

[bridget.daniel@cityofmobile.org](mailto:bridget.daniel@cityofmobile.org)

(251) 208-7965 direct

(251) 208-7281 main

We need your feedback. Please fill out our new online survey [HERE!](#)

**APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS**  
**CERTIFIED RECORD**

**2018-17-CA: 1654 Government Street**  
**Applicant: Pamela and Jeffrey Kent**  
**Received: 5/21/2018**  
**Meeting: PREVIOUSLY HELDOVER for a Design Review Committee at 6/6/18, and**  
**heldover by request of the applicant on 7/17/2018.**

**INTRODUCTION TO THE APPLICATION**

Historic District: Old Dauphin Way  
Classification: Contributing  
Zoning: R-1  
Project: HELDOVER: Porch Related: Retain wooden porch railing, planters, and gate  
constructed without Certificate of Appropriateness.

**BUILDING HISTORY**

This bungalow was designed by notable local architect C.L. Hutchisson, Sr. and constructed in 1924. Mr. Hutchisson was responsible for over 233 residence designs in Mobile; 37 in Old Dauphin Way.

**STANDARD OF REVIEW**

Section 9 of the Preservation Ordinance states “the Board shall not approve any application proposing a Material Change in Appearance unless it finds the change...will not materially impair the architectural or historic value of the building, the buildings on adjacent sites or in the immediate vicinity, or the general visual character of the district...”

**STAFF REPORT**

- A. This property last appeared before the Architectural Review Board on October 24<sup>th</sup>, 1995 according to the MHDC vertical files. At that time the repair of a roof was approved. The proposed scope of work includes retaining wooden railings and planters.
- B. The Design Review Guidelines for Mobile’s Historic Districts state, in pertinent part:
  1. “Preserving a front porch is a high priority. A rear or side porch also may be important to preserve, especially for a building located on a corner lot, and their preservation is encouraged.”
  2. “Repair a porch in a way that maintains the original character.”
  3. “If replacement is required, design it to reflect the time period of the historic structure.”
  4. “Where an original porch is missing entirely, base a replacement porch on physical or photographic evidence. If no evidence exists, draw from similar structures in the neighborhood.”
  5. “When reconstructing a porch, pay particular attention to matching the handrails, lower rails, balusters, decking, posts/columns, proportions and decorative details”
  6. “The removal or alteration of any historic landscaping features, materials, or distinctive architectural features should be avoided.”
  7. “Deteriorated architectural features shall be repaired rather than replaced, wherever possible.”
  8. “Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site should be treated with sensitivity with particular emphasis on preservation of the features.”

9. "Preserve an original porch or gallery on a house."
10. "Replace a historic porch element to match the original."
11. "Use replacement materials and elements that are appropriate to the style, texture, finish, composition and proportion of the historic structure."
12. "When reconstructing a porch, pay particular attention to matching the handrails, lower rails, balusters, decking, posts/columns, proportions and decorative details."
13. "Do not use a railing that is too elaborate for the building (of a different style)."
14. "(Pertaining to porch additions) "Do not use a contemporary deck railing for a porch addition placed at a location visible from the public street."

#### **C. Scope of Work (per submitted site plan):**

1. Retain the following porch components:
  - a. Wooden slats will stack to form a wooden railing.
  - b. The railing will be placed between existing brick plinths and planters.
  - c. The wooden planters will be constructed on top of brick plinths.
  - d. A wooden stair with gate will be located on the east elevation and access the side yard.
  - e. Wood will be stained.

#### **STAFF ANALYSIS**

This application involves the retention of porch railing, planters and wooden stairs with gate installed without a Certificate of Appropriateness. The application had been held over at the June 6<sup>th</sup>, 2018 ARB meeting. At that time, a Design Review Committee had been set in place for an onsite visit for further review. On June 14<sup>th</sup> Ms. Catarina Echols and Mr. Robert Allen visited the site with the owner.

The house had featured a Chippendale style pattern appropriate for the period of the building. Photographic evidence surfaced after the June 6<sup>th</sup> meeting shows a different traditional railing in place circa 1977. The latest images on file shows this Craftsman influenced Bungalow with Chippendalesque railing was in place until 2017. When replacing a porch detail, the *Design Guidelines for Mobile's Historic Districts* state that if replacement of a porch element is necessary, the replacement "the time period of the historic structure"(See B-3). The guidelines further address replacement of porch elements are to be appropriate to the style, finish and texture, composition and proportion of the historic building (See B-11). While the wood material of railings, planters, and gate is acceptable, the composition and profile of the boards is not period appropriate.

#### **STAFF RECOMMENDATION**

Based on B (1-3), Staff does believe the application as is will impair either the architectural or the historical character of the property or district. Staff recommends denial of the application as proposed.

#### **PUBLIC TESTIMONY**

The owner was not present to discuss the application.

#### **BOARD DISCUSSION**

The Board discussion took place concurrently with the public testimony.

Mr. Stone asked Mr. Allen what occurred at the Design Review Committee site visit. Mr. Allen stated his thoughts on the meeting. He explained he thought the railing to tall to fit the features of existing brick



plinths. He further explained if height is an issue, a thin metal railing can achieve code compliance with coupled with a shorter balustrade. Mr. Allen noted we do not know for certain what the original balustrade designed by known architect C.L. Hutchisson, Sr. looked like, however pictorial evidence from 1977 shows a classically styled balustrade and most recently a Chippendale style balustrade. He continued by stating both of these railings were period appropriate and see through. He commented the solid balustrade installed would not be related to the period of the house.

Mr. Stone asked about a wooden gate that had been installed at the front step entrance of the veranda. Ms. Lague replied the owners had removed the wooden gate and were approved to install a metal gate that would be less obtrusive, yet still give the owners the privacy they need.

Mr. Holmes stated an owner can ask for a variance on the code for height of a railing on a historic commercial property. Mr. Stone agreed that an owner can ask for a variance of height of rails and stair rails.

Mr. Holmes noted the fine architecture of the building and that the rail installed was out of character for the period and building.

Mr. Stone replied to Mr. Ruzic that the two issues noted by Mr. Allen were rail height and transparency. He continued by saying that the Board does not know the original railing design. Mr. Holmes stated that while the Board does not know the original design, they do know the style of this period of home.

Mr. Allen noted that at the Design Review Committee site visit a question arose about the possible removal of the railing on the South elevation and if that would be enough to meet the guidelines.

Mr. Stone noted the wood of the railings could always be repurposed into planters that would achieve the aesthetic the owner would like, and also not require any design review.

Mr. Holmes commented we can approve building in concept and request to finish landscape plan with requirements before final approval by staff. Mr. Roberts agreed. Mr. Oswalt mentioned we can have conditional approval. Mr. Roberts agreed and stated staff could not approve until the lighting and fence were addressed.

No further discussion from the Board ensued.

Mr. Stone opened the application to public comment. With no one to speak either for or against the application, Mr. Stone closed the period of public comment.

## **FINDING OF FACT**

Mr. Holmes moved that, based upon the evidence presented in the application and during the public testimony, the Board finds the facts in the Staff report, as written.

The motion received a second and was unanimously approved.

## **DECISION ON THE APPLICATION**

Mr. Holmes moved that, based upon the facts as approved by the Board, the application does impair the historic integrity of the building and the district and that the application be denied based on the following sections of the *Design Review Guidelines for Mobile's Historic Districts*:

“Porches and galleries are important elements of traditional Mobile residential architecture. They frame and protect primary entrances. They also display a concentration of decorative details. In many neighborhoods, they continue to serve as outdoor living rooms. Preserving a front porch is a high priority. A rear or side porch also may be important to preserve, especially for a building located on a corner lot, and their preservation is encouraged.

6.4 Preserve an original porch or gallery on a house.

»Maintain the height and pitch of a porch roof.

»Do not enclose a front porch if feasible.

»If a porch is to be screened, do so in a manner that preserves the existing porch elements and does not damage them.

»Where a rear or side porch is enclosed, preserve the original configuration of columns, handrails and other important architectural features.

6.5 Repair a porch in a way that maintains the original character.

6.6 If replacement is required, design it to reflect the time period of the historic structure.

»Replace a historic porch element to match the original.

»Use replacement materials and elements that are appropriate to the style, texture, finish, composition and proportion of the historic structure.

»Where an original porch is missing entirely, base a replacement porch on physical or photographic evidence. If no evidence exists, draw from similar structures in the neighborhood.

»Match the balustrade of a historic porch to the design and materials of the porch.

»When reconstructing a porch, pay particular attention to matching the handrails, lower rails, balusters, decking, posts/columns, proportions and decorative details.

»Do not completely replace an entire porch or element unless absolutely necessary. Only replace the element or portion of an element that requires replacement.

»Do not use cast-iron columns or railing where no evidence exists that these elements were used historically.

»Do not use a brick base for a wood column (exception is Craftsman styles).

»Do not use a railing that is too elaborate for the building (of a different style).

»Do not relocate an original front stairway or steps.”

The motion received a second and was approved unanimously.

**APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS**  
**STAFF REPORT**

**2018-17-CA: 1654 Government Street**  
**Applicant: Pamela and Jeffrey Kent**  
**Received: 5/21/2018**  
**Meeting: PREVIOUSLY HELDOVER for a Design Review Committee at 6/6/18, and**  
**heldover by request of the applicant on 7/17/2018.**

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**STAFF REPORT**

- A. This property last appeared before the Architectural Review Board on October 24<sup>th</sup>, 1995 according to the MHDC vertical files. At that time the repair of a roof was approved. The proposed scope of work includes retaining wooden railings and planters.
- B. The Design Review Guidelines for Mobile’s Historic Districts state, in pertinent part:
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  5. “When reconstructing a porch, pay particular attention to matching the handrails, lower rails, balusters, decking, posts/columns, proportions and decorative details”
  6. “The removal or alteration of any historic landscaping features, materials, or distinctive architectural features should be avoided.”
  7. “Deteriorated architectural features shall be repaired rather than replaced, wherever possible.”
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9. "Preserve an original porch or gallery on a house."
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14. "(Pertaining to porch additions) "Do not use a contemporary deck railing for a porch addition placed at a location visible from the public street."

### **C. Scope of Work (per submitted site plan):**

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### **STAFF ANALYSIS**

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The house had featured a Chippendale style pattern appropriate for the period of the building. Photographic evidence unsurfaced after the June 6<sup>th</sup> meeting shows a different traditional railing in place circa 1977. The latest images on file shows this Craftsman influenced Bungalow with Chippendalesque railing was in place until 2017. When replacing a porch detail, the *Design Guidelines for Mobile's Historic Districts* state that if replacement of a porch element is necessary, the replacement "the time period of the historic structure"(See B-3). The guidelines further address replacement of porch elements are to be appropriate to the style, finish and texture, composition and proportion of the historic building (See B-11). While the wood material of railings, planters, and gate is acceptable, the composition and profile of the boards is not period appropriate.

### **STAFF RECOMMENDATION**

Based on B (1-3), Staff does believe the application as is will impair either the architectural or the historical character of the property or district. Staff recommends denial of the application as proposed.

# Architectural Review Board Application For Proposed Work in Mobile's Historic Districts

Date of Application: \_\_\_\_\_ Date Received: \_\_\_\_\_

Address of Property: 1654 Government Street

Cost of Project (Required): 900.00 materials Fee Paid: ☐ \$ \_\_\_\_\_ Check #: \_\_\_\_\_

Name of Owner: Pamela + Jeffrey Kent  
Owner's Address: 1654 Government Street, Mobile, AL 36604  
Owner's Email: JeffKent.JK@gmail.com Owner's Telephone: 251-401-5448 Pamela  
Other Contact Information: 251-471-4481 Work 251-379-0331 Jeff  
(Jeff + Pam)

Owner's Representative Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Other Contact Information: \_\_\_\_\_

Describe the Proposed Work:

Replacing Porch railing & Adding Porch gate. 3 Planters  
material is wood  
color stained walnut finish.

The work has already been done. Was unaware that  
I would have to be approved for this work.

Does the work involve demolition of a structure? ☐ No ☐ Yes Please fill out demolition portion of application.

Does the proposed work involve signage? ☐ No ☐ Yes, \$5.00 fee. Please fill out signage portion of application.

Will the proposed work require the removal of any trees from the site? ☐ No ☐ Yes

If yes, attach a detailed site plan showing all trees and landscaping that will be removed and contact the Urban Forester at 208-7091 for Tree Permitting Requirements.

**REQUIRED PLANS:** If plans are required for the project please attach the following:

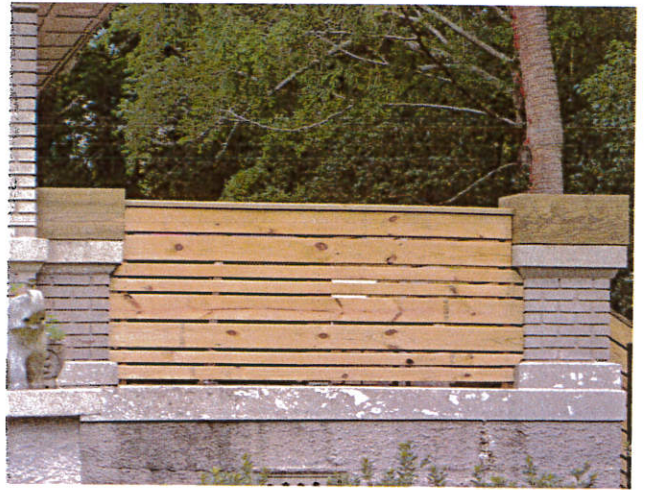
- Attach two (2) sets of plans: one large scale set and one 11"x17" reproducible set,
- Also attach one set of photographs to the application.
- If available, electronic plans should also be submitted as a TIFF or PDF.
- A \$15 or \$5.00 application fee is due upon filing. Check should be made out to the City of Mobile.



## 1654 Government Street



1. South Elevation (Façade)



2. Close up of railing on South Elevation



3. East Elevation, Northwest View



4. Close up of gate West Elevation



5. Northwest View of Property



6. South Elevation as of 7/26/2018



## 1654 Government Street



6. East Elevation, Northwest View  
as of 7/26/2018



PREVIOUS RAILING



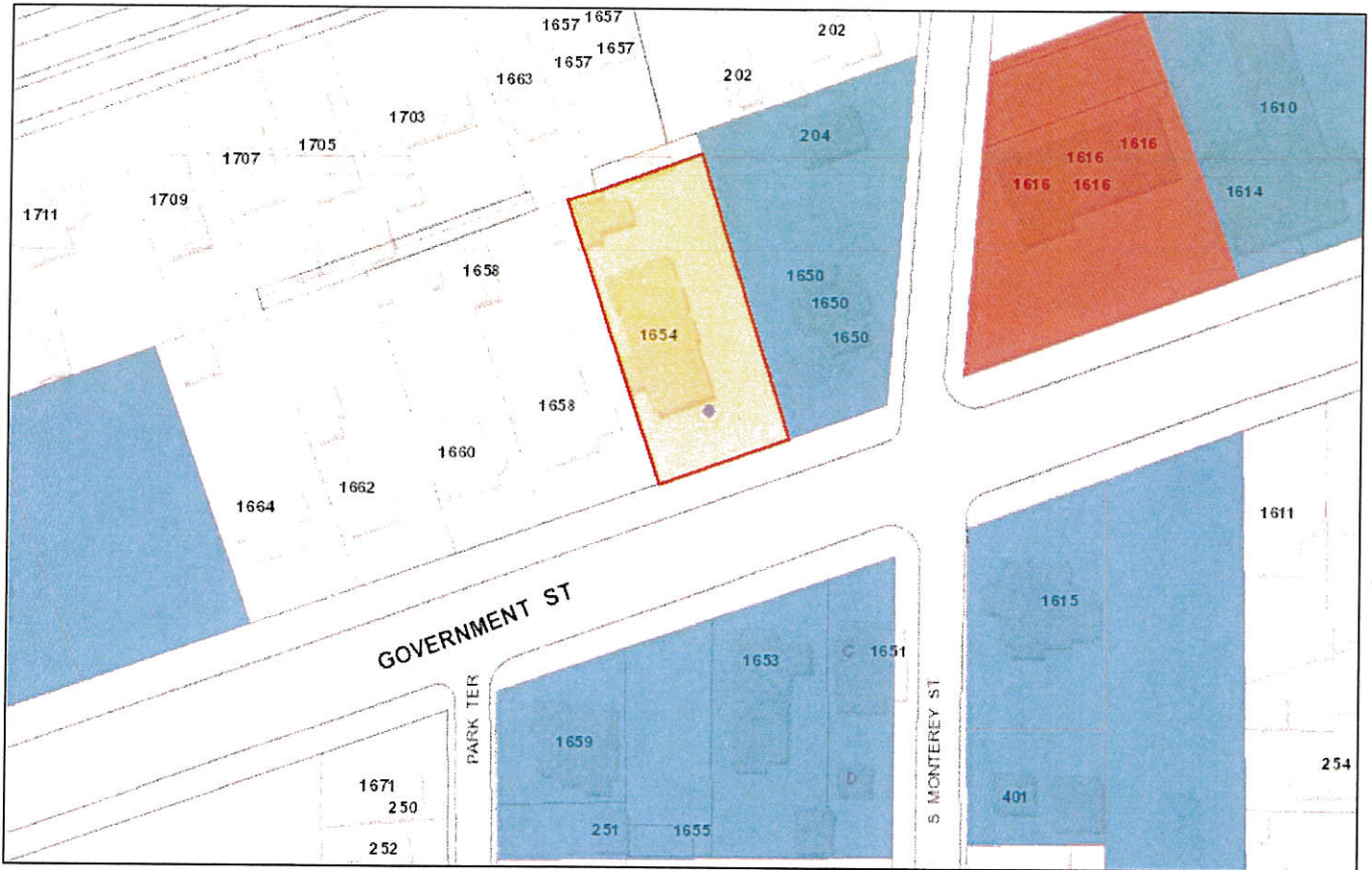


IMAGE FROM 1970'S

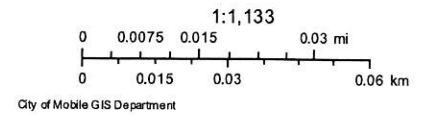




# City Map



May 31, 2018



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## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

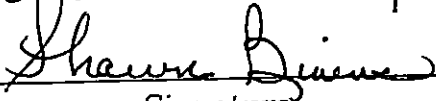
### **ATTACHMENTS:**

| Description  | Type       | Upload Date |
|--------------|------------|-------------|
| Shawn Bivens | Cover Memo | 11/8/2018   |

### **REVIEWERS:**

| Department Reviewer            | Action   | Date                    |
|--------------------------------|----------|-------------------------|
| City Clerk    Henley, Jennifer | Approved | 11/8/2018 -<br>11:31 AM |

ADDRESSING THE CITY COUNCIL TH, NOV 8, AM 9:53 RCVD

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Today's Date:                | 11/8/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Time:                        | 9:40 am                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Name:                        | Shawn Bivens                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Address:                     | 1561 Van Dorn St.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Phone No.                    | 251-751-5616                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Date to Address Council:     | 11/13/18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Subject (must be completed): | R.V. illegally parked at 1560 Van Dorn St. and violating the city ordinance; and parked on a vacant lot; continues to violate. Even after having been written up several times, the owner moves it for a couple of months, then parks it back later.                                                                                                                                                                                                                                                             |
| Specific Questions:          | The property owners, Julius and Savannah Young, continue to ignore the citations; and 311 makes excuses for them as though 311 employees have the authority to allow the Youngs to continue to violate the city ordinance. Van Dorn street has lifelong homeowners, and the street is not a trailer park. Additionally, the residents at 1558 + 1562 cannot see cars coming down the street because the R.V. blocks their view, which in the future they will possibly cause the city to face liability charges. |
|                              | <br>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:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

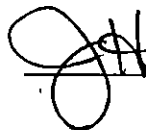
| Description  | Type       | Upload Date |
|--------------|------------|-------------|
| Wesley Young | Cover Memo | 11/8/2018   |

### **REVIEWERS:**

| Department Reviewer            | Action   | Date                    |
|--------------------------------|----------|-------------------------|
| City Clerk    Henley, Jennifer | Approved | 11/8/2018 -<br>11:32 AM |

## ADDRESSING THE CITY COUNCIL

|                              |                                                                                                        |
|------------------------------|--------------------------------------------------------------------------------------------------------|
| Today's Date:                | 11-6-18                                                                                                |
| Time:                        |                                                                                                        |
| Name:                        | Wesley Young                                                                                           |
| Address:                     | 3058 Jane St.                                                                                          |
| Phone No.                    | 360-1928                                                                                               |
| Date to Address Council:     | 11-13-18                                                                                               |
| Subject (must be completed): |                                                                                                        |
|                              | Thank the Council for passing the resolution to conduct an investigation into the Public Works issues. |
| Specific Questions:          |                                                                                                        |
|                              | He would also like to address comments made at the 11-6 meeting.                                       |
|                              |                                                                                                        |
|                              |                                                                                                        |
|                              |                                                                                                        |
|                              |                                                                                                        |
|                              |                                                                                                        |

 by phone.  
Signature

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## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

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**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

brpc

Cover Memo

11/1/2018

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk    Henley, Jennifer

Approved

11/1/2018 - 3:55  
PM



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:

**NORTHEAST CORNER OF SQUARE 83, OLD SPRINGHILL SUBDIVISION OF SECTION 13, TOWNSHIP-4-SOUTH, RANGE-2-WEST DEED BOOK 82 N.S. PAGE 212, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA SAID POINT BEING AT THE SOUTHWEST INTERSECTION OF OLD SHELL ROAD AND WACKER LANE, THENCE SOUTH 00°-06'-35" WEST ALONG THE WEST LINE OF SAID WACKER LANE 195.80 FEET TO THE NORTH LINE OF BOWMAN PROPERTY AS RECORDED IN REAL PROPERTY BOOK 6547 PAGE 1983 OF THE AFORESAID RECORDS, THENCE NORTH 88°-55'-27" WEST ALONG SAID NORTH LINE 111.60 FEET THE NORTHWEST CORNER OF THE BOWMAN PROPERTY; THENCE NORTH 191.32 FEET TO A POINT ON THE SOUTH LINE OF OLD SHELL ROAD; THENCE NORTH 88°-46'-55" EAST ALONG SAID SOUTH LINE 112.00 FEET TO THE POINT OF BEGINNING.**

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, to **LB-2, Limited 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 **LB-2, Limited 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 **LB-2, Limited Business District**, until all of the conditions set forth below have been complied with: 1) **Full compliance with all municipal codes and ordinances.**

**The Commission also noted that redevelopment of the site would require:**

- a) The approval of the Mobile Historic Development Commission due to the façade and grounds easements;**
- b) the submission and approval of a Subdivision application;**
- c) installation of a sidewalk(s) or the approval of a Sidewalk Waiver; and**
- d) the submission and approval of a Planned Unit Development application if there is more than one habitable structure on the property.**

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

adopted:

---

**Lisa Lambert, City Clerk**

**BRPC Holdings, LLC  
3703 Old Shell Road  
(Southwest corner of Old Shell Road and Wacker Lane).**

**Council District 7  
Gina Gregory**



THE CITY OF MOBILE, ALABAMA  
PLANNING & ZONING DEPARTMENT

**MOBILE CITY PLANNING COMMISSION**

September 26, 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 BRPC Holdings, LLC. for a change in zoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and was modified for a change in zoning from R-1, Single-Family Residential District, to LB-2, Limited Business District, for the property located at 3703 Old Shell Road (Southwest corner of Old Shell Road and Wacker Lane).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Full compliance with all municipal codes and Ordinances.**

**The Commission also noted that redevelopment of the site would require:**

- a) The approval of the Mobile Historic Development Commission due to the façade and grounds easements;**
- b) the submission and approval of a Subdivision application;**
- c) installation of a sidewalk(s) or the approval of a Sidewalk Waiver; and**
- d) the submission and approval of a Planned Unit Development application if there is more than one habitable structure on the property.**

Copies of the application and reports are attached.



Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Pappas". The signature is fluid and cursive, with the first name "Margaret" being more prominent than the last name "Pappas".

Margaret Pappas

Deputy Director, Planning & Zoning Department

mst

Attachments



THE CITY OF MOBILE, ALABAMA  
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 21, 2018

BRPC Holdings, LLC  
41 W I-65 Service Rd N, Suite 310  
Mobile, AL 36608

**Re:    3703 Old Shell Road**  
          (Southwest corner of Old Shell Road and Wacker Lane).  
          Council District 7  
          **ZON-000660-2018**  
          **BRPC Holdings, LLC**

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 R-1, Single-Family Residential District, to B-2, Neighborhood Business District.

**At the meeting, the Commission decided to recommend the applicant's revised request for a LB-2, Limited Business zoning district to the City Council, subject to the following condition:**

- 1) Full compliance with all municipal codes and ordinances**

The Commission also noted that redevelopment of the site would require:

- a) The approval of the Mobile Historic Development Commission due to the façade and grounds easements;**
- b) the submission and approval of a Subdivision application;**
- c) installation of a sidewalk(s) or the approval of a Sidewalk Waiver; and**
- d) the submission and approval of a Planned Unit Development application if there is more than one habitable structure on the property.**

The advertising fee for this application is \$334.00. 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:

A handwritten signature in cursive script, appearing to read "Margaret Pappas", is written over a horizontal line.

Margaret Pappas  
Deputy Director of Planning and Zoning

cc:    Byrd Surveying, Inc.

ZON-000660-2018

Manage Plan ZON-000660-2018 Address 3703 OLD SHELL RD

Menu Plan Details

Plan Type: Zoning Project: [ ] OK

Work Class: Rezoning District: City Council

Plan Status: Submitted - Online Assigned To: [ ]

Description: BRPC Holdings, LLC / 3703 Old Shell Road

Apply Date: 8/20/2018

Expires Date: Enter date

Complete Date: Enter date

Approval Expires Date: Enter date

Parcels (1) Addresses (1) Zones Contacts (1) Notes Activities Fees (4) Hold Review Team Inspection Cases Impact Units

Add Parcel

Drag a column header and drop it here to group by that column

| Parcel Number    | Main                                | Parcel Split Process     |
|------------------|-------------------------------------|--------------------------|
| R022806371002125 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Version: 2016.3.0.244

Last changed by Givens, Karl on Monday, August 20, 2018 9:57 AM



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

BRPC Holdings, LLC

**LOCATION**3703 Old Shell Road  
(Southwest corner of Old Shell Road and Wacker Lane).**CITY COUNCIL  
DISTRICT**

District 2

**PRESENT ZONING**

R-1, Single-Family District

**PROPOSED ZONING**

B-2, Neighborhood District

**REASON FOR  
REZONING**

To allow the use of a commercial business for office space.

**AREA OF PROPERTY**

1 Lot

**CONTEMPLATED USE**

Rezoning from R-1, Single-Family Residential to B-2, Neighborhood 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**

Two years.

**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**

Lot is denied access to Old Shell Road and limited to one curb cut to Wacker Lane with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards.

### **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).

### **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 R-1, Single-Family Residential to B-2, Neighborhood Business District. The applicant proposes to use the property for professional offices.

The site has been given a Mixed Density Residential 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 mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4-residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment

buildings. The density varies between 6 and 10 dwelling units per acre, depending on the mix, types, and locations of the housing as specified by zoning.

Like Low Density Residential areas, Mixed Density Residential areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

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 provided the following statement:

*"7. Description: The contemplated use for the property is a professional office building. The character of improvements proposed are to bring the property up to code from its "blighted" status by repairing all of the items listed as a public nuisance or safety hazard on the City's blight list. All of these repairs will have to comply with the requirement of the Historic Preservation Agreement with the Mobile Historic Development Commission. Additionally, the applicant plans to add 400 square feet to the primary structure in order to construct bathrooms and additional space for an office. The planned development is expected to occur within the next two years due to the extensive renovations required to the building and the method by which those renovations and repairs have to be done. With approval of rezoning, we plan to take this property from a community eyesore and a property that the city considers "blighted" to something the area can be proud of.*

*8. Plan Consistency Analysis: The application is consistent with the Comprehensive Plan in both its design and layout. The site plan meets the buffer and setback requirements in the desired rezoning of B-2 while taking into consideration the historic preservation easement on the property that does not allow the owner to move the location of the main structure. Also, the development is consistent with its parking ratios.*



*9: Zoning Applications: The current zoning of the property is R-1 residential. The current property has the main building structure up along the frontage along Old Shell Rd. This closeness to the traffic has made the building unattractive for residential use for years. The historic preservation easement has made moving the house impossible. As a result, there is little to no desire to use this property for a residential use as evidenced by the decades where it has sat vacant and on the market. Additionally, the small square footage of the main structure (1,050 SF) makes using this property in a residential fashion a challenge. With the changes that have been made to the Village of Springhill area and the efforts made to clean up the area, we feel this rezoning will allow the site to go from an eyesore to something of pride for the area."*

The properties immediately to the North, East and South of the subject site are all zoned R-1, Single-Family Residential District. The property to the East is zoned R-3, Multi-Family Residential. There is also some property to the Northeast that is zoned B-3, Community Business District.

A use variance was submitted for the subject site in 2015 to allow a professional office building with gravel parking and a 12' wide driveway for two-way traffic, however that application was withdrawn.

The applicant provided a site plan illustrating the proposed 1,535 square foot building which includes the existing building and two 200 square foot additions (one addition along the east side of the building and the other along the west side of the building). A minimum of 6 parking spaces are required for the proposed use, however 24 are depicted on the site plan. A new 24 foot wide driveway and curb-cut are proposed, and it appears that the existing 12 foot wide drive will not be used. The site plan also includes notes regarding buffering and a privacy fence. The site plan also depicts two other structures on the site that are identified as "exist building" but does not state a use proposed. Multiple structures are not allowed on single building site without PUD approval, thus a PUD application may be required.

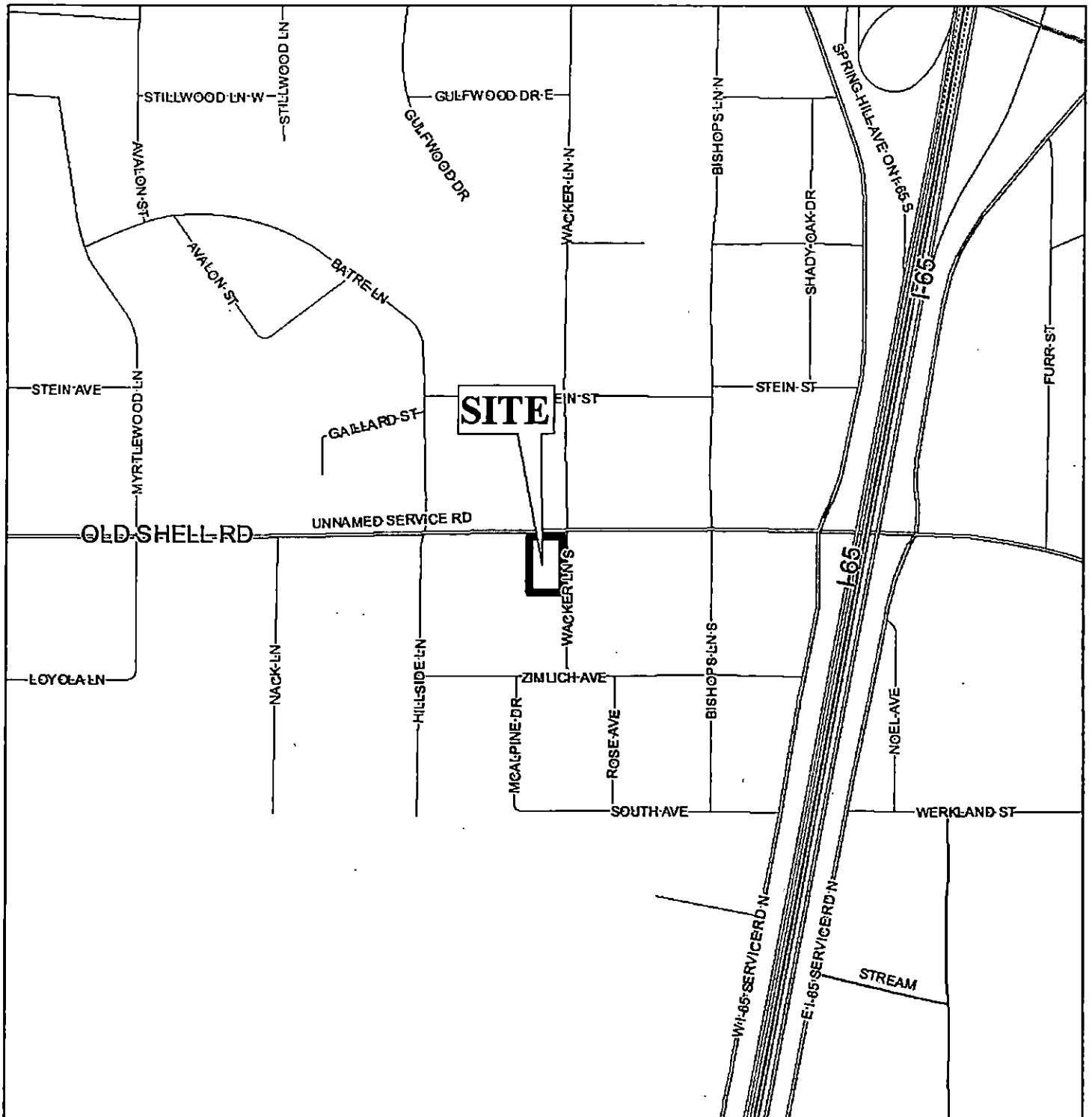
Sufficient evidence has not been provided to justify a B-2, Neighborhood Business District zoning classification change. Professional office space is a use that can occur in a B-1, Buffer Business District, and typically the lowest zoning classification possible will have the least impacts to surrounding uses.

## **RECOMMENDATION**

Based upon the preceding, the Rezoning request is recommended for Denial for the following reasons:

- 1) the applicant has not demonstrated that there is a manifest error in the Zoning Ordinance;
- 2) the applicant has not demonstrated that there are changing conditions in the particular area that make a change in the Ordinance necessary and desirable; and
- 3) the applicant has not demonstrated that there is a need to increase the number of sites available to business or industry within this area.

# LOCATOR MAP



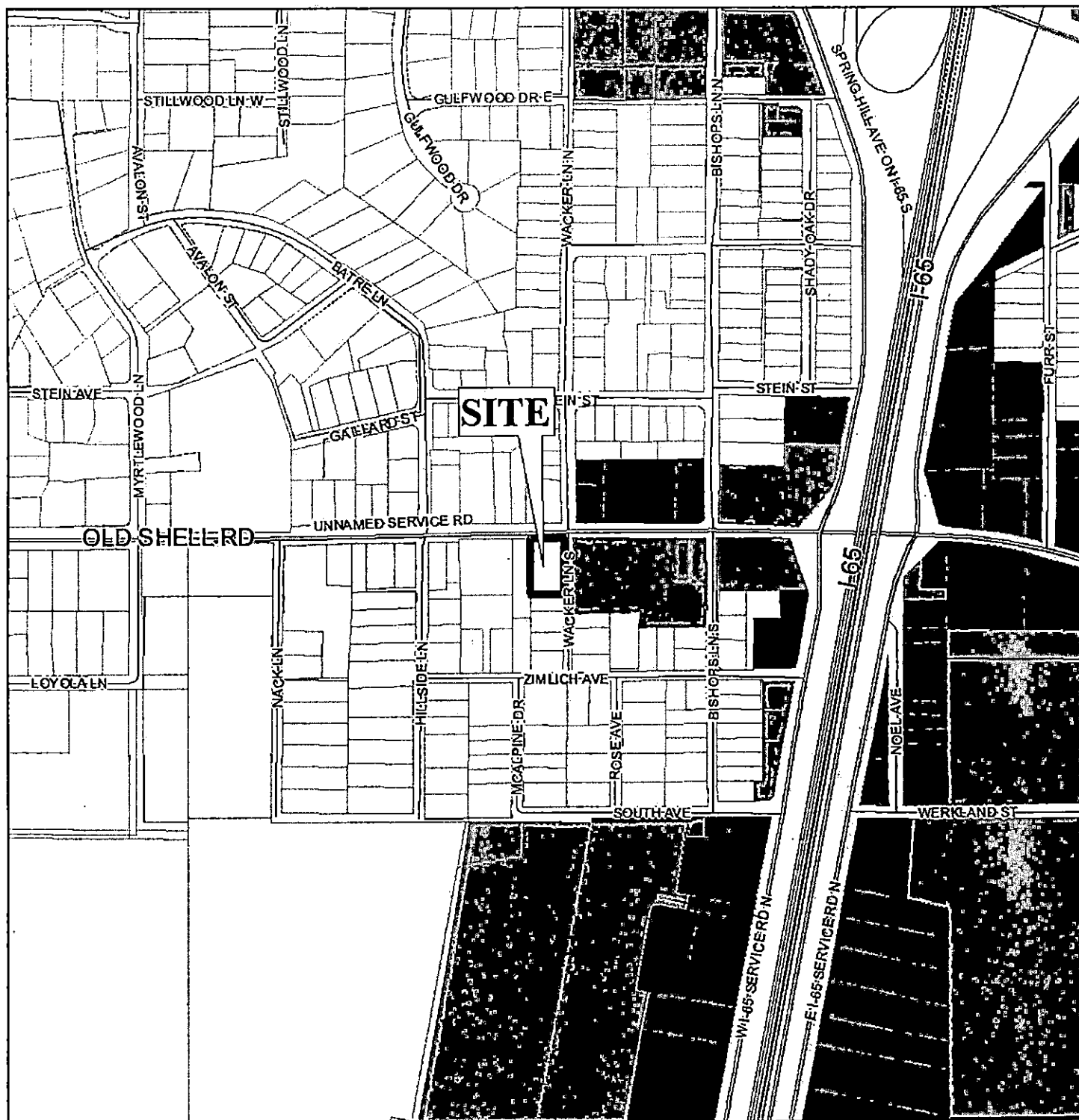
APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2



# LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

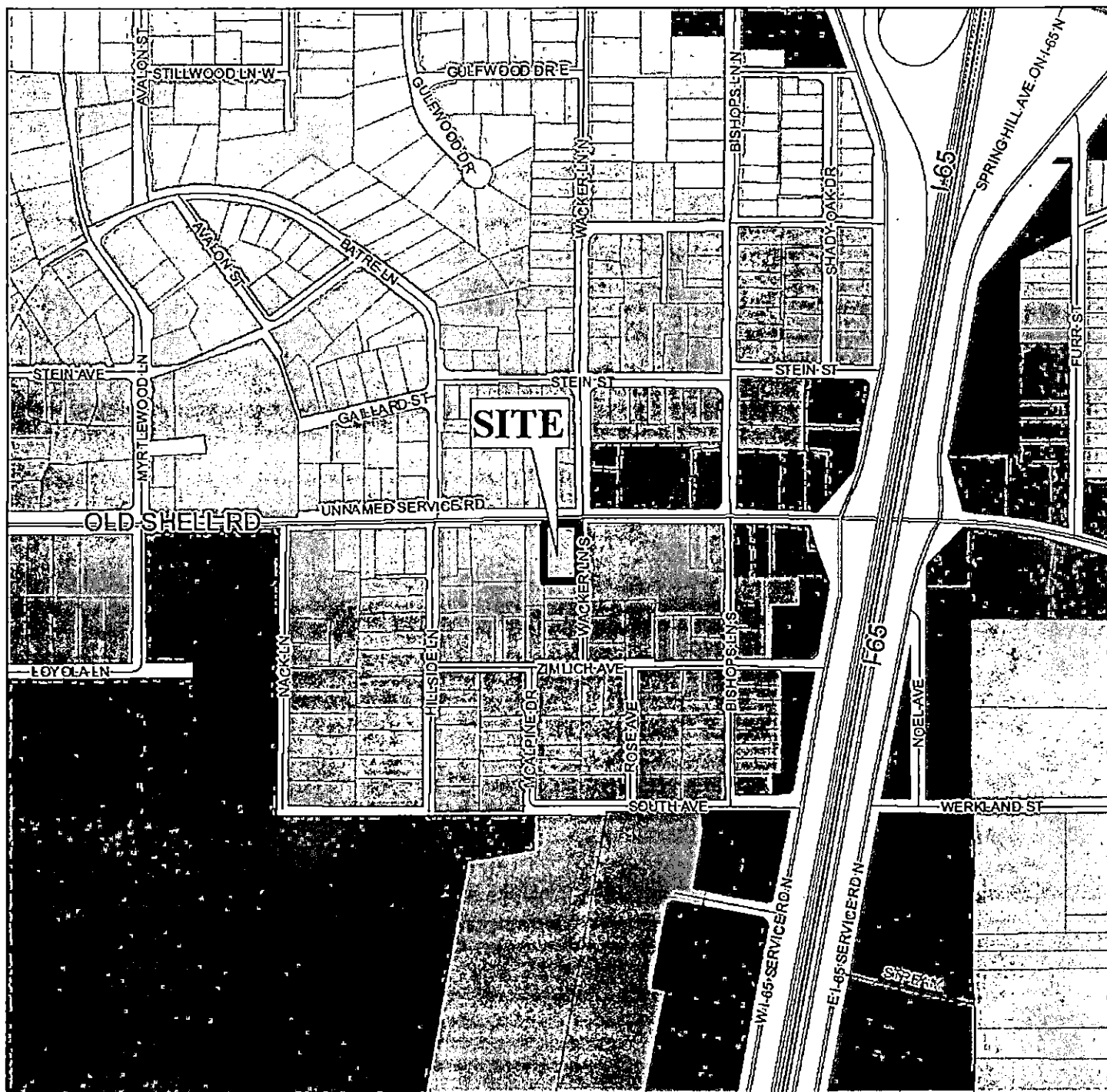
REQUEST Rezoning from R-1 to B-2



NTS



# FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

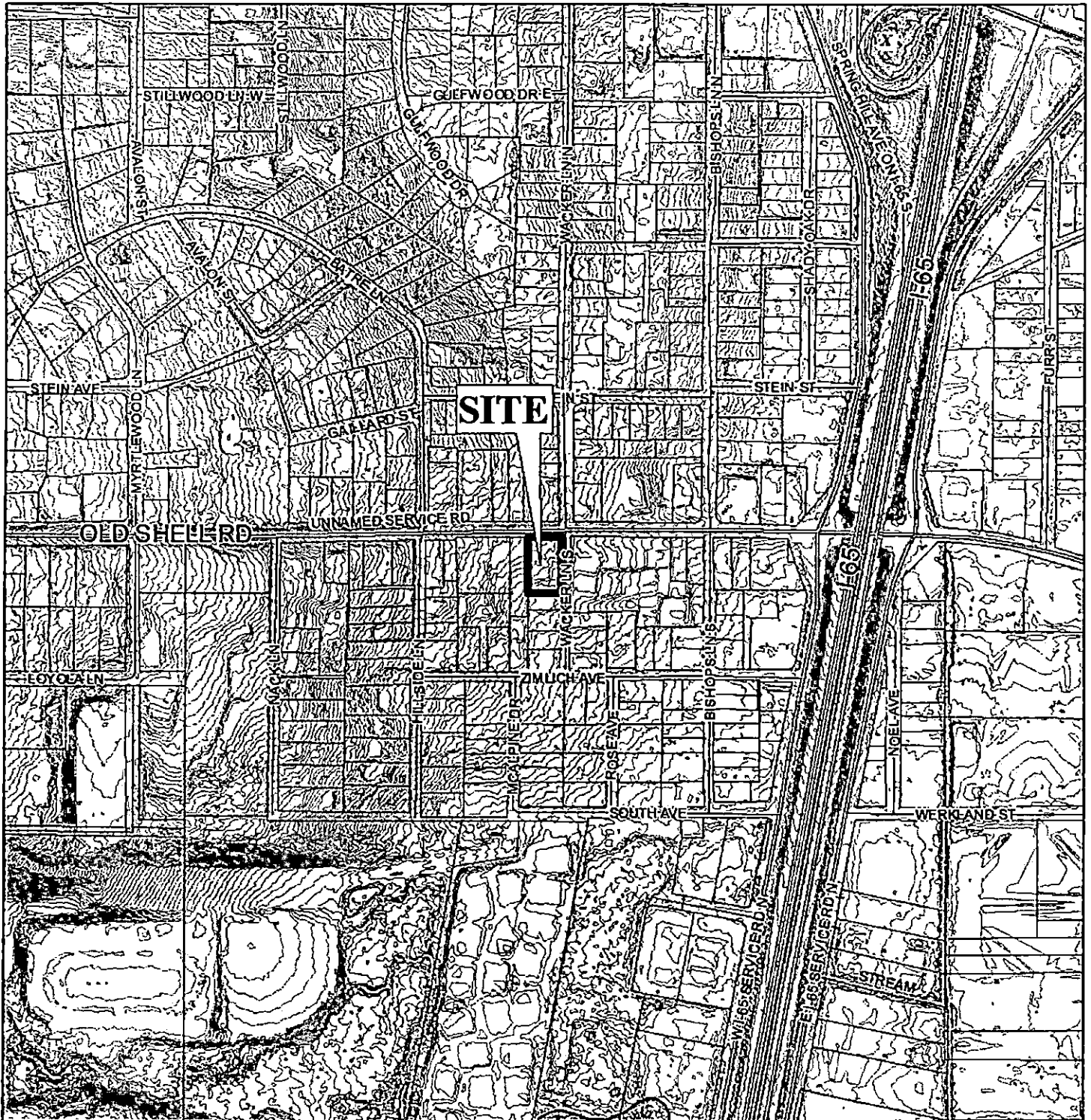
REQUEST Rezoning from R-1 to B-2

|                           |                                   |                     |                    |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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



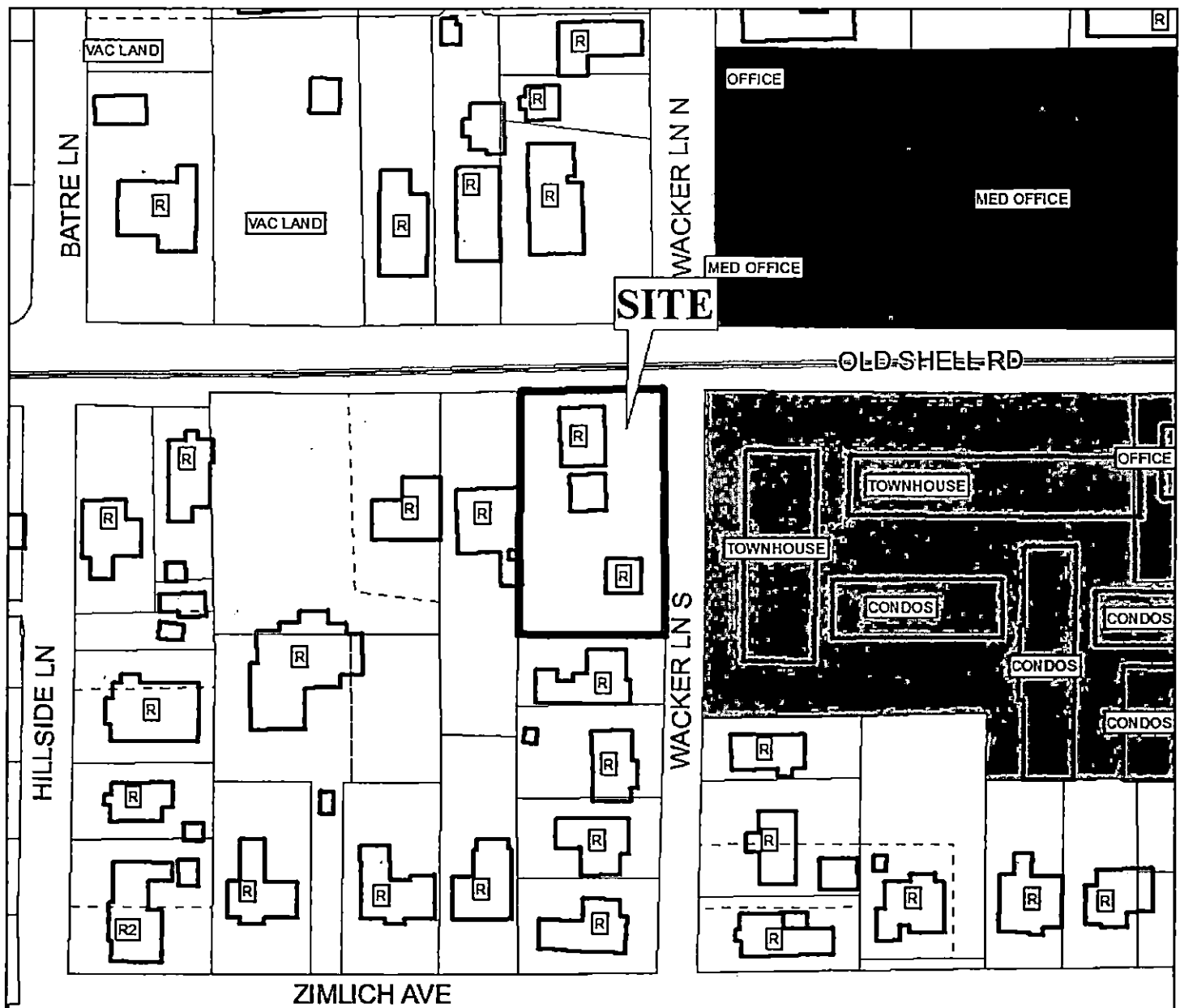
APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2



# PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units are located to the northeast.

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-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 residential units. Commercial units are located to the northeast.

APPLICATION NUMBER 8 DATE September 20, 2018

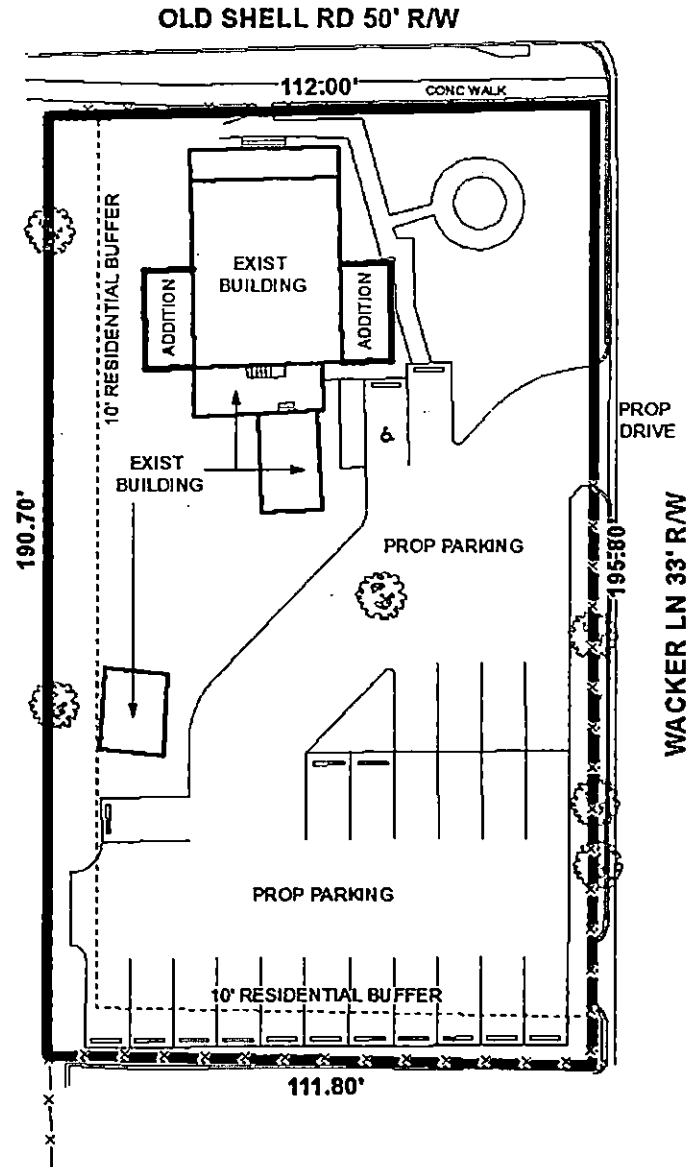
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2





# SITE PLAN



The site plan illustrates the existing buildings, residential buffer, proposed additions, and proposed parking.

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

felder

Cover Memo

11/1/2018

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk    Henley, Jennifer

Approved

11/1/2018 - 3:55  
PM

**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 13 AND 14, BLOCK 6, INGATE PLACE, AS RECORDED IN DEED BOOK 106 NS., PAGE 86, IN THE OFFICE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.**

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, and **B-1, Buffer Business District**, to **B-3, Community 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-3, Community 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-3, Community Business District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) 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**

**Felder Holdings, LLC**  
**3262 Old Carline Street**  
**(Northeast corner of Old Carline Street and Furr Street).**

**Council District 1**  
**Fredrick D. Richardson, Jr.**





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

September 26, 2018

City Council  
Mobile Government Plaza  
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 6, 2018 considered the request of Felder Holdings, LLC for a change in zoning from R-1, Single-Family Residential District, and B-1, Buffer Business District, to B-3, Community Business District for the property located at 3262 Old Carline Street (Northeast corner of Old Carline Street and Furr Street).

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; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) full compliance with all municipal codes and ordinances**

Copies of the application and reports are attached.

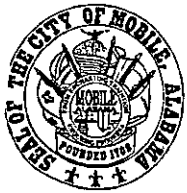
Sincerely,

A handwritten signature in cursive script, appearing to read "Margaret Pappas", is written over the typed name.

Margaret Pappas  
Deputy Director, Planning & Zoning Department

mst

Attachments



Click to Print

## VOLUNTARY CONDITIONS AND USE RESTRICTIONS

I, the undersigned, as the owner of the property located at 3262 Old Carline Street Mobile, Alabama 36607 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Exclude the following types of businesses:

Adult Entertainment, Arcade, Auto Repair, Bait and Tackle, Bar, Billboard, Boarding Kennels, Bowling Alley, Cabinet Shop, Carnival, Car Wash, Convenience Store, Correctional (Detention), Electric Substation, Electric Transmission, Emergency (Homeless) Shelter, Engine Repair, Firearms Sales, Flea Market, Funeral Home, Liquor Store, Pawn Shop, Pool Hall.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

SEP13 '18 1:30PM

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Kevin Mascot, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my and official seal this the 10 day of September, 2018.

SEAL

Notary Public  
MY COMMISSION EXPIRES



JULI WELCH  
My Commission Expires  
June 20, 2020

Document prepared by: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



THE CITY OF MOBILE, ALABAMA  
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 7, 2018

Felder Holdings  
3400 Beltline Park Drive North  
Mobile, AL 36617

Re: **3262 Old Carline Street**  
(Northeast corner of Old Carline Street and Furr Street).  
Council District 1  
**ZON-000641-2018 (Rezoning)**  
**Felder Holdings, LLC**

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

At its meeting on September 6, 2018, the Planning Commission considered your request for a change in zoning from R-1, Single-Family Residential District, and B-1, Buffer Business District, to B-3, Community Business District.

After discussion, the Planning Commission decided to recommend a change in zoning from R-1, Single-Family Residential District, and B-1, Buffer Business District, to B-3, Community Business District to the City Council, subject to the following conditions:

- 1) completion of the Subdivision process;
- 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and
- 3) full compliance with all municipal codes and ordinances.

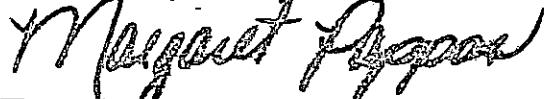
The advertising fee for this application is \$351.10. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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: Clark, Geer, Latham & Assoc., Inc

**SUBDIVISION &  
ZONING AMENDMENT STAFF REPORT****Date: September 6, 2018****APPLICANT NAME**

Felder Holdings, LLC

**SUBDIVISION NAME**

Jax's Place Subdivision

**LOCATION**3262 Old Carline Street  
(Northeast corner of Old Carline Street and Furr Street).**CITY COUNCIL  
DISTRICT**

Council District 1

**PRESENT ZONING**

R-1, Single Family Residential District, and B-1, Buffer Business District

**PROPOSED ZONING**

B-3, Community Business District

**AREA OF PROPERTY**

1 Lot/0.5± Acres

**PRESENT ZONING**

Subdivision Approval to create a single legal lot of record from two legal lots of record; and Rezoning from R-1, Single Family Residential District and B-1, Buffer Business District, to B-3, Community Business District.

It should be noted, 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.

**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. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE.
- C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY



ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE.

- D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
- E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures.
- F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process.
- J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing.
- K. 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:**

- 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. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- 3. 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.
- 4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

#### **TRAFFIC ENGINEERING**

##### **COMMENTS**

Lot is limited to one curb cut to Furr Street with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Lot is denied access to Old Carline Street due to its substandard roadway width.

**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).

**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)

**MAWSS****COMMENTS**

No Comments

**TIME SCHEDULE**

Construction to begin immediately following approval of all appropriate permits, and to be completed approximately 6 months from the start of construction.

**REMARKS**

The applicant is requesting Subdivision Approval to create a single legal lot of record from two legal lots of record; and Rezoning from R-1, Single Family Residential District and B-1, Buffer Business District, to B-3, Community Business District.

The purpose of this application is to combine two lots and have them rezoned in order to accommodate a commercial development with three (3) office tenant spaces that will be 1,000 square foot each, and a 3,000 square foot warehouse space.

The site has been given a **Mixed Density Residential (MxDR)** 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 mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4-residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 dwelling units per acre, depending on the mix, types, and locations of the housing as specified by zoning.

Like Low Density Residential areas, Mixed Density Residential areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

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.

The lots size is provided in acres, but not square feet, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size should be provided in both square feet and acres on the Final Plat.

The site has frontage along Old Carline Street and Furr Street, both are minor streets, and should have a minimum right-of-way of 50 feet. Furr Street has an existing compliant right-of-way requiring no dedication necessary. No right-of-way is provided for Old Carline Street; therefore, dedication may be necessary to provide 25 feet from the centerline. Dedication of the corner radius at Old Carline Street and Furr Street should be provided as required by Section V.D.6. of the Subdivision Regulations, and should be depicted on the Final Plat, if approved. Furthermore, the preliminary plat and vicinity map label Old Carline Street as "Carline Street", and should be revised to correctly refer to the street.

The preliminary plat does not illustrate the 25' minimum building setback along either frontage. If approved, this should be depicted on the Final Plat.

As a means of access management, the proposed lot should be limited to one curb cut to Furr Street, with size, location and design of new curb cuts to be approved by Traffic Engineering and conform to AASHTO standards. The preliminary plat has an existing note stating that the lot is limited to its existing curb cuts, which should be removed, if approved.

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 East half of the proposed site (Lot 13) had an application to rezone the site from R-1, Single-Family Residential to B-3, Community Business District denied by the City Council at its March 5, 1991 meeting. The West half of the proposed site (Lot 14) was approved to be rezoned from

R-1, Single-Family Residential to B-1, Buffer Business District by the City Council at its August 30, 1995 meeting to allow the office of a psychologist. One of the conditions of the rezoning at that time was that the site was denied access to Old Carline Street. On October 19, 1995, a sidewalk waiver was denied for Lot 14.

The site is bounded to the North and West by properties zoned B-3, Community Business District; and to the East and South by properties zoned R-1, Single-Family Residential District. It should be noted that while the property to the South is zoned R-1, Single-Family Residential District, a variance was granted in 2014 to allow the site to operate as a fitness center, office, and warehouse which typically requires a minimum of a B-2, Neighborhood Business District.

The applicant states:

*The applicant wishes to develop the property to be a small commercial development to support several small businesses, with ancillary storage in the rear to be used for file storage. The proposed Site Plan includes a 6,000 square foot building with three (3) tenant spaces occupying roughly half of the building area and Storage occupying the remaining half. Sufficient Parking will be provided along the southern part of the property, with appropriate landscaping around the site.*

*The scheduled time for construction is immediately following the approval of all appropriate permits, with completion being approximately 6 months from the start date of construction.*

*It appears that Furr Street is moving in the direction of Commercial use, as approximately half of it is presently zoned B-3 and these portions of it are shown to be Mixed Commercial Corridor and Traditional Corridor on the Future Land Use Map. Therefore, the rezoning of this parcel would be consistent with that growth trend.*

*This property is located in a mostly developed area of the City of Mobile, north of Old Shell Road, south of Springhill Avenue and east of Interstate 65. At present, this site is comprised of two separate parcels of approximately 0.24 acres and 0.21 acres in size, respectively. The west parcel is located on the northeast corner of Furr Street and Old Carline Street and is presently zoned B-1. The east parcel, which fronts Old Carline Street is presently zoned R-1. The property immediately to the north is zoned B-3, as is the property to the west, directly across Furr Street. The parcel to the south, across Old Carline Street, is zoned R-1, but was granted a Use Variance in 2014 to continue operating as a B-3 business, as it had since its construction in the 1950's. Additionally, the southern end of Furr Street presently is also comprised of a large number of B-3 zoned properties.*

*The size of the existing B-1 parcel is quite small, hardly large enough to allow a business to be sited onto it. After removal of setbacks, landscaping, parking, and other amenities required to comply with the COM Zoning Ordinance, a building of less than 20 feet in width would be all that were possible. For this reason, the owner proposes to Subdivide the two parcels to create one Lot of sufficient size for a small development.*



*With respect to the ancillary Storage proposed for part of the new building, a B-3 zoning is required to be in compliance with the Ordinance. Additionally, and as noted above, a large percentage of Furr Street is presently zoned B-3, including one parcel zoned R-1 but having a Use Variance to operate as a B-3 business. Therefore, a zoning of B-3 would be consistent with the zoning of the remainder of this street.*

*In recognition of the fact that a B-3 zoning could allow some types of businesses likely not desirable in close proximity to residential developments, the applicant is proposing to restrict the B-3 zoning use of this property to exclude the following types of businesses:*

- *Adult Entertainment*
- *Arcade*
- *Auto Repair*
- *Bait and Tackle*
- *Bar*
- *Billboard*
- *Boarding Kennels*
- *Bowling Alley*
- *Cabinet Shop*
- *Carnival*
- *Car Wash*
- *Convenience Store*
- *Correctional (Detention)*
- *Electric Substation*
- *Electric Transmission*
- *Emergency (Homeless) Shelter*
- *Engine Repair*
- *Firearms Sales*
- *Flea Market*
- *Funeral Home*
- *Liquor Store*
- *Pawn Shop*
- *Pool Hall*

The proposed use of a portion of the site as office space is allowed by right in a B-1, Buffer Business District, however, the proposed warehouse would require a minimum of a B-3, Community Business District.

There is an existing structure on the site that will need to be removed from the site with proper permits prior to the issuance of permits for the re-development of the site.

The site plan depicts the proposed structure with 14 parking spaces being provided, which exceeds the minimum required number of 11 parking spaces. Because the site will have more than 10 parking spaces, the site will have to comply with Section 64-6.A.3.c. of the Zoning Ordinance. It should be noted that bumper stops or curbing will be required to be provided to prevent vehicles from parking on the landscaped areas of the site.

There is no mention of if the site will have a dumpster or utilize curbside pickup. If approved, the applicant should be aware that either a note will need to be added to the site plans at time of permitting stating that curbside pickup will be utilized, or a dumpster connected to sanitary sewer with a compliant enclosure should be provided on the site outside of any required setbacks.

The proposed site plan depicts a curb cut to Old Carline Street, as well as one to Furr Street. If approved, the site plan submitted for permitting should be revised to only depict the curb cut to Furr Street.

The site plan depicts sidewalks along both street frontages, and should be retained, if approved.

The "Area Data" section on the site plan appears to contain some errors. It states that the total site is 19,367 square feet; the building is 6,000 square feet; and asphalt covers 6,051 square feet; leaving 738 square feet unaccounted for. These numbers should be double-checked for accuracy prior to permitting, if approved.

The site plan indicates the site will have compliant frontage and perimeter trees, but makes no mention of parking trees. It should be noted that full compliance with tree planting and landscape area will be required at the time of permitting. Furthermore, the site plan depicts trees both in the right-of-way and on private property to be removed. Private property tree permits will be required prior to removal of the trees on the private property, and approval will have to be obtained by the Tree Commission prior to removal of the trees in the right-of-way.

The site plan illustrates a 6' high privacy fence on the East property line where the site abuts R-1, Single Family Residential District. It should be noted, that if approved, the fence should be reduced to 3' high within the 25' front setback.

Finally, a properly executed Voluntary Use Restriction form will be required prior to staff determining the associated advertising cost of the zoning request for City Council consideration, if the request is approved by the Planning Commission.

### **RECOMMENDATION**

**Subdivision:** Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

- 1) dedication to provide 25' from the centerline of Old Carline Street, if necessary;
- 2) dedication of the corner radius at Old Carline Street and Furr Street should be provided as required by Section V.D.6. of the Subdivision Regulations;
- 3) retention of the lot size in square feet and acres, revised to reflect dedication;
- 4) revision of the Final Plat to correctly label "Old Carline Street";
- 5) placement of a note on the Final Plat stating the lot should be limited to one curb cut each to Furr Street, with size, location and design of new curb cuts to be approved by Traffic Engineering and conform to AASHTO standards;
- 6) placement of a note on the Final Plat stating that the lot is denied direct access to the Old Carline Street;
- 7) illustrate the 25' minimum building setback line along all frontages;

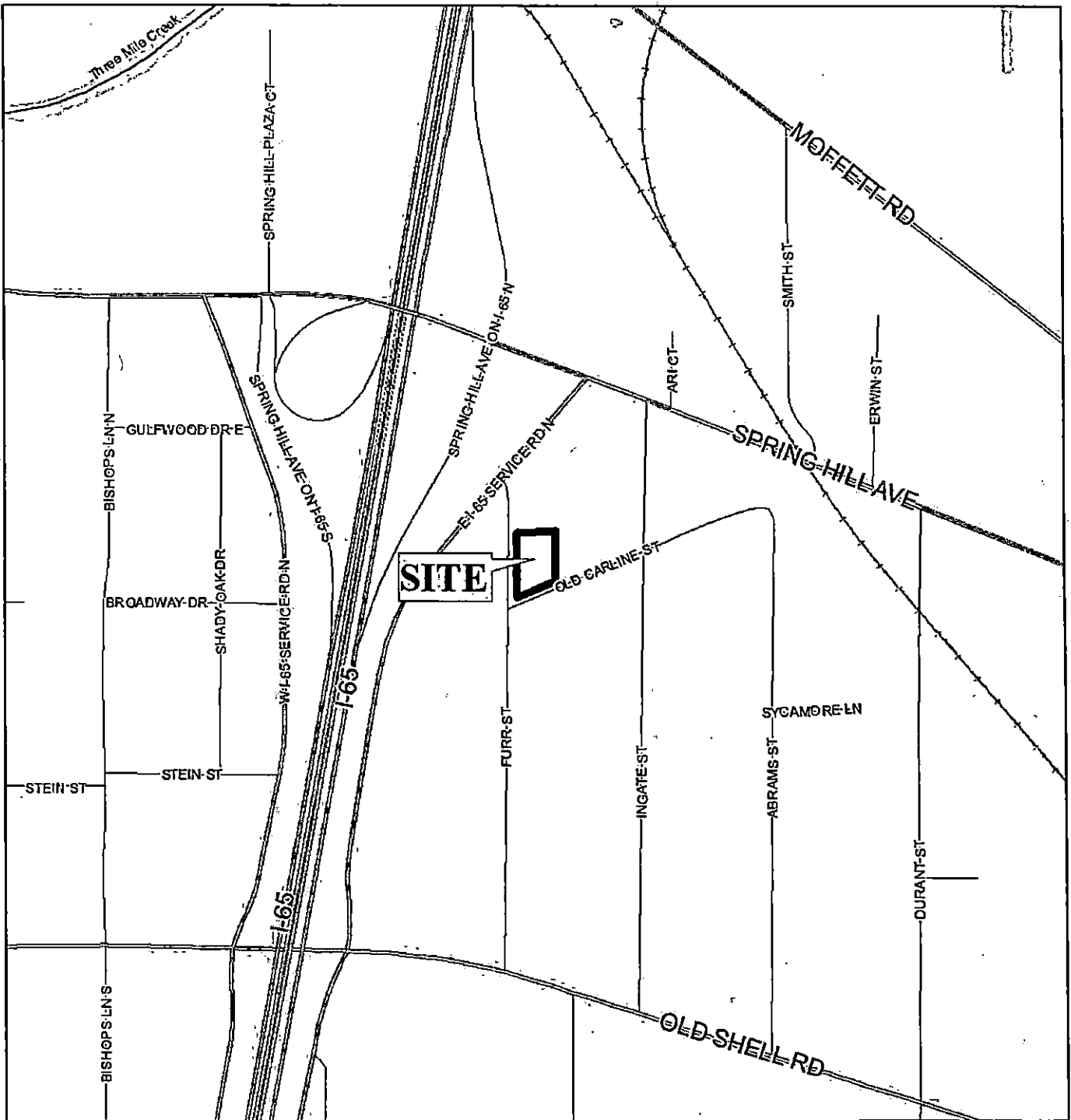
- 8) compliance with Engineering comments (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written 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. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage. E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures. F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process. J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing. K. 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.);
- 9) compliance with Traffic Engineering comments (*Lot is limited to one curb cut to Furr Street with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Lot is denied access to Old Carline Street due to its substandard roadway width.*);
- 10) 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).*); and
- 11) 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).*).

**Rezoning:** Based upon the preceding, the application is recommended for Approval, subject to the following conditions:

- 1) completion of the Subdivision process;
- 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and
- 3) full compliance with all municipal codes and ordinances.



# LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

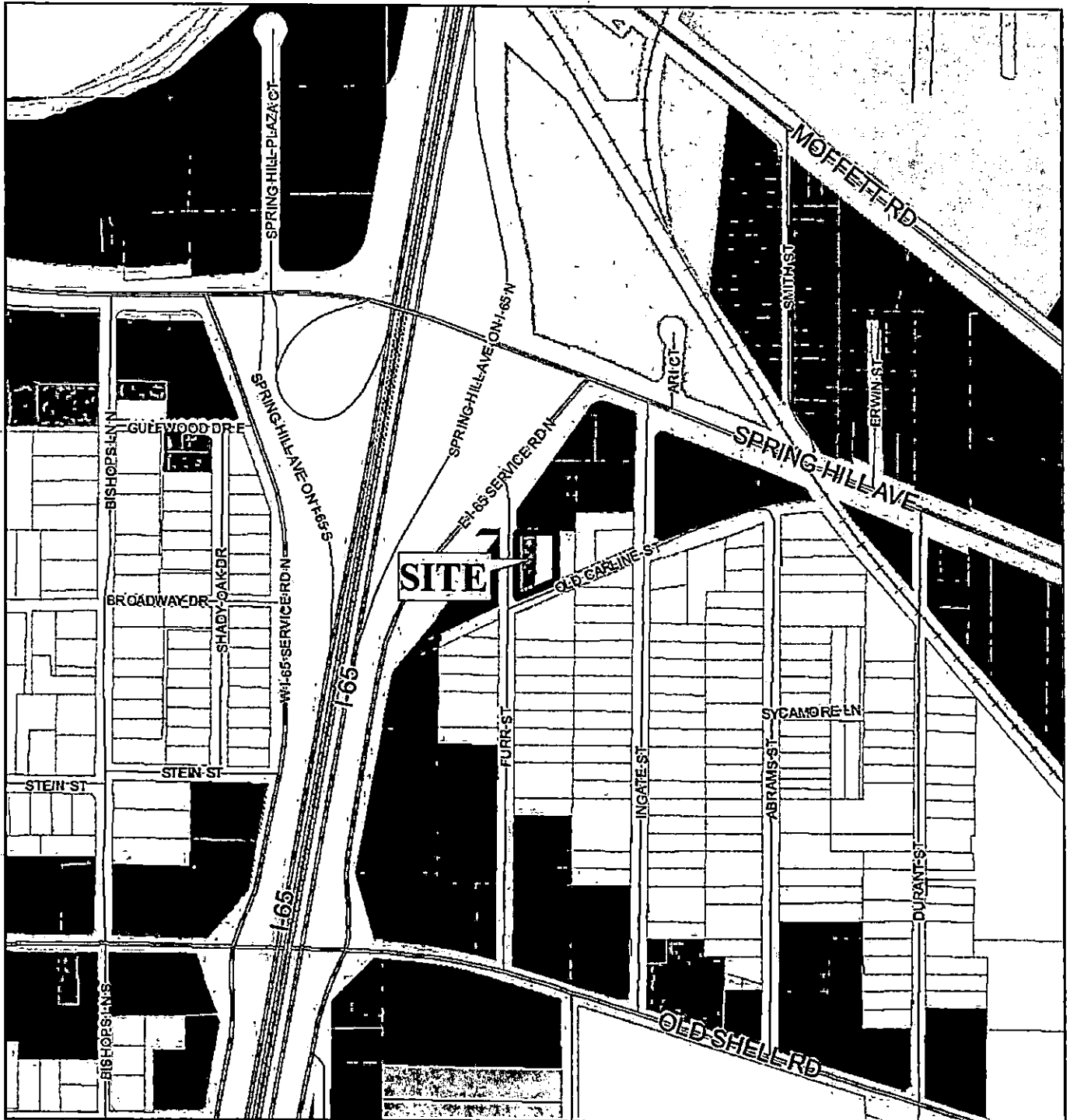
APPLICANT Jax's Place Subdivision

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



NTS

# LOCATOR ZONING MAP



APPLICATION NUMBER 15 DATE September 6, 2018

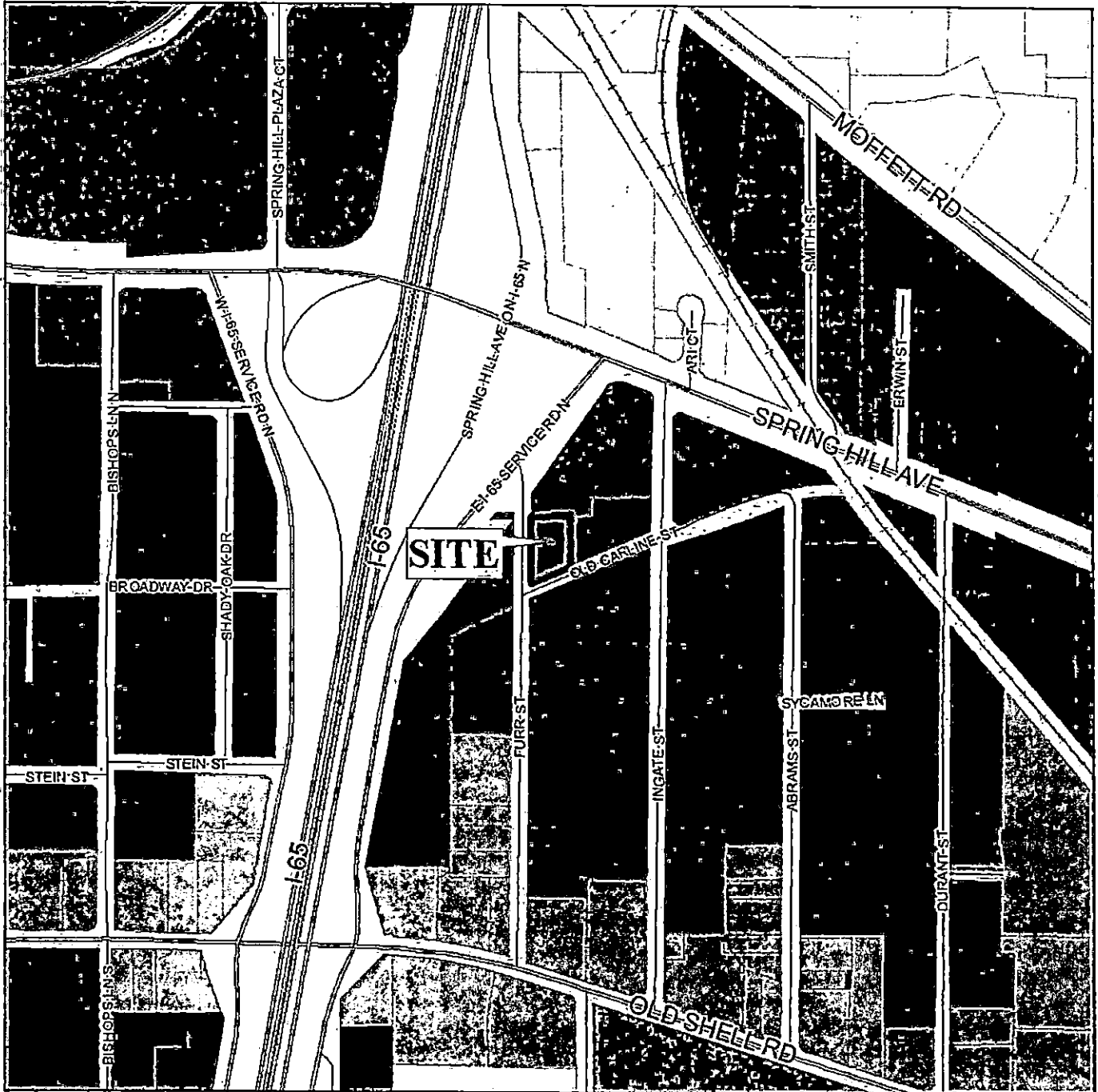
APPLICANT Jax's Place Subdivision

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



NTS

# FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

|                           |                                   |                     |                    |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

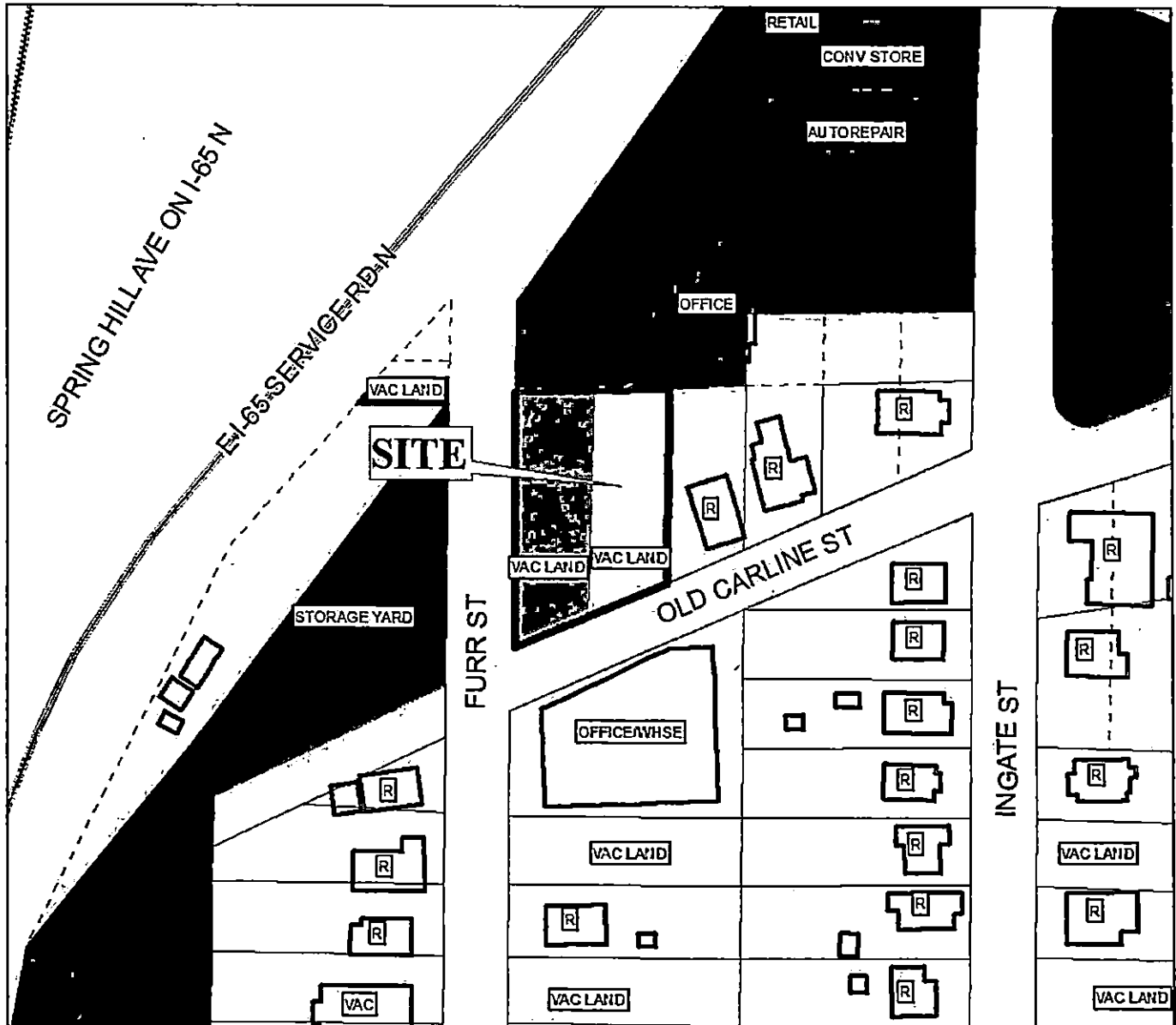
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NTS



# PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the north, and residential units to the south.

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

|     |     |      |     |     |      |       |      |
|-----|-----|------|-----|-----|------|-------|------|
| 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 commercial units to the north, and residential units to the south.

APPLICATION NUMBER 15 DATE September 6, 2018

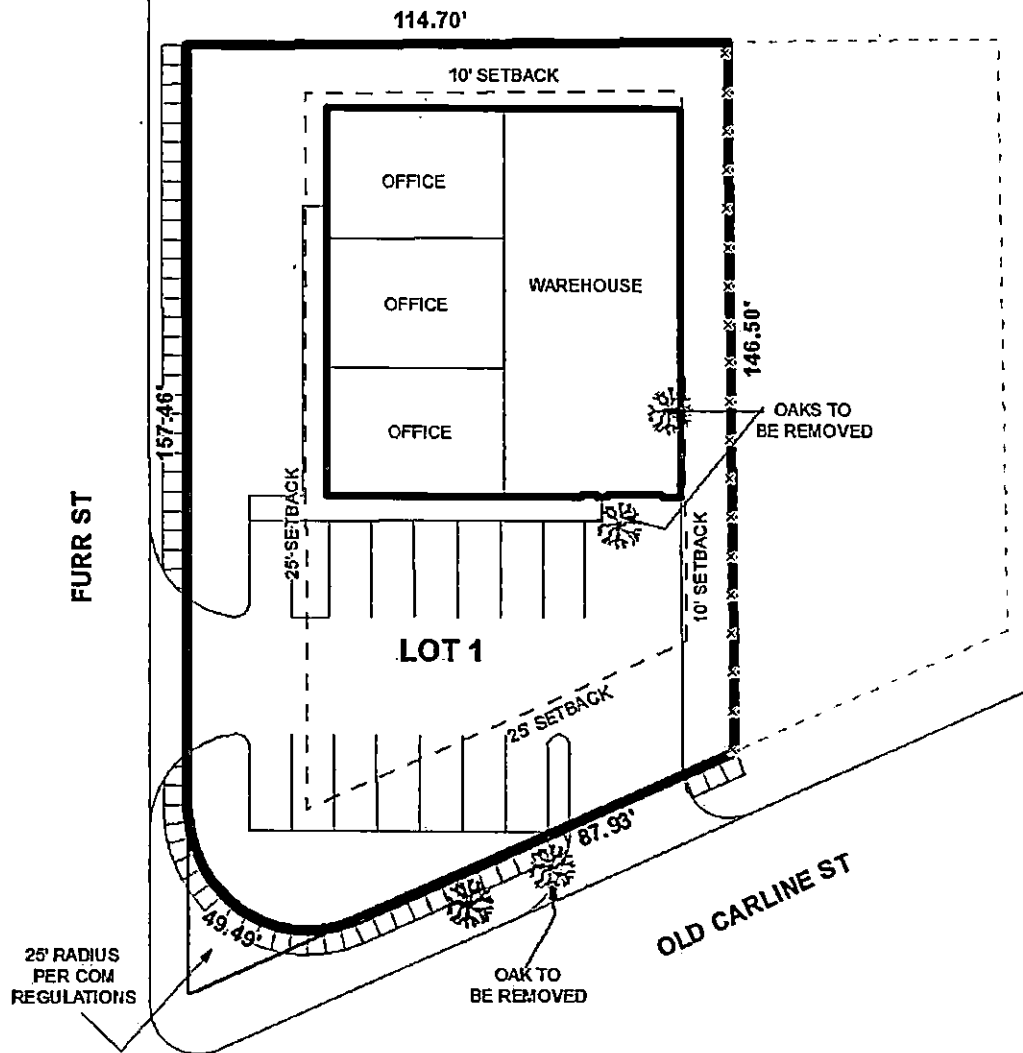
APPLICANT Jax's Place Subdivision

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



NTS

# SITE PLAN



The site plan illustrates the proposed building, parking, setbacks, and trees to be removed.

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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



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## **VOLUNTARY CONDITIONS AND USE RESTRICTIONS**

I, the undersigned, as the owner of the property located at **3262 Old Carline Street Mobile, AL 36607**), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

**Excluding the following types of businesses:**

**Adult Entertainment, Arcade, Auto Repair, Bait and Tackle, Bar, Billboard, Boarding Kennels, Bowling Alley, Cabinet Shop, Carnival, Car Wash, Convenience Store, Correctional (Detention), Electric Substation, Electric Transmission, Emergency (Homeless) Shelter, Engine Repair, Firearm Sales, Flea Market, Funeral Home, Liquor Store, Pawn Shop, Pool Hall**

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature \* /Kevin Muscat /09/10/2018 \*

Applicant Signature \*/Kevin Muscat /09/10/2018\*



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

**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**

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**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.

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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:

| <b>Year of<br/>Maturity</b> | <b>Principal Amount<br/>Maturing</b> | <b>Applicable<br/>Interest Rate</b> |
|-----------------------------|--------------------------------------|-------------------------------------|
|-----------------------------|--------------------------------------|-------------------------------------|

(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: \_\_\_\_\_.

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**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**  
**HARBOR FINANCIAL**  
**STIFEL**  
**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**

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

| <b>Maturity</b> | <b>Principal<br/>Amount</b> | <b>Interest<br/>Rate</b> | <b>Price</b> | <b>Yield</b> | <b>CUSIP**</b> |
|-----------------|-----------------------------|--------------------------|--------------|--------------|----------------|
|-----------------|-----------------------------|--------------------------|--------------|--------------|----------------|

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

(accrued interest to be added)

\_\_\_\_\_

\*\* CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS), is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. The City and the Underwriter are not responsible for the selection, uses or correctness (as listed above) of, or subsequent changes to, CUSIP numbers assigned to the Series 2018A Warrants.

\_\_\_\_\_

\* Preliminary; subject to change.

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**CITY OF MOBILE**

**MAYOR**

*William S. (Sandy) Stimpson*

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**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*

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**ADMINISTRATIVE**

*Paul C. Wesch, Executive Director of Finance*

*Patricia A. Aldrich, Comptroller*

*Lisa C. Lambert, City Clerk*

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**COUNSEL FOR THE CITY**

*Burr & Forman LLP*

*Mobile, Alabama*

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**BOND COUNSEL**

*Hand Arendall Harrison Sale LLC*

*Mobile, Alabama*

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**AUDITORS**

*Smith, Dukes & Buckalew LLP*

*Mobile, Alabama*

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**FINANCIAL ADVISOR**

*PFM Financial Advisors LLC*

*Huntsville, Alabama*

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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.

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\* 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.

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\* 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 1<sup>st</sup> 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:

| <b>Redemption Date</b> | <b>Redemption Price</b> |
|------------------------|-------------------------|
|------------------------|-------------------------|

***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:

| <b>Year</b> | <b>Amount</b> |
|-------------|---------------|
|-------------|---------------|

\_\_\_\_\_  
\$ \_\_\_\_\_ 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:

| <b>Fiscal Year<br/>Ending<br/>September 30</b> | <b>Principal<sup>(1)(2)</sup></b> | <b>Interest<sup>(2)</sup></b> | <b>Total</b> |
|------------------------------------------------|-----------------------------------|-------------------------------|--------------|
|------------------------------------------------|-----------------------------------|-------------------------------|--------------|

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<sup>(1)</sup> 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.

<sup>(2)</sup> 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](http://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:**11/13/2018

**Submitted by:**

Archinique Kidd, Supplier Manager

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

Approve and the attached Appropriation Contract between the County of Mobile and the City of Mobile to assist local small business owners in the construction field with obtaining insurance and bonding for their projects through the Micro-Economic Loan Program. The County will appropriate to the City the sum of \$20,000

**Effective Date of Contract:**

11/6/2018

**Funding Source**

**Project #** n/a

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

**Budget Amendment**      **REDUCE** n/a    **INCREASE** n/a

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description            | Type              | Upload Date |
|------------------------|-------------------|-------------|
| Resolution             | Resolution Letter | 10/30/2018  |
| Appropriation Contract | Backup Material   | 10/30/2018  |

**REVIEWERS:**

| Department    | Reviewer          | Action   | Date                  |
|---------------|-------------------|----------|-----------------------|
| Legal         | Hill, Ashton      | Approved | 10/30/2018 - 11:03 AM |
| Finance       | McMillan, Marilyn | Approved | 10/31/2018 - 10:00 AM |
| Mayors Office | Wesch, Paul       | Approved | 10/31/2018 - 11:38 AM |

**2018**

**RESOLUTION**

**Sponsored by: Mayor William S. Stimpson**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Appropriation Contract 10-8-18 (14) CDP 101-19 between the City of Mobile (“City”) and the County of Mobile for the purpose of assisting local small disadvantaged business owners in the construction field obtain insurance and bonding for their projects through the Micro-Economic Loan Program, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

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City Clerk



**APPROPRIATION CONTRACT**  
**10-8-18 (14) CDP 101-19**

**STATE OF ALABAMA:**

**COUNTY OF MOBILE:**

**WHEREAS**, county governments in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and a public benefit provided; and

**WHEREAS**, the City of Mobile, Alabama, situated in Mobile County, Alabama, provides a Micro-Economic Loan Program (the Program) to assist local small disadvantaged business owners in the construction field obtain insurance and bonding for their projects; and

**WHEREAS**, the Mobile County Commission finds and determines that contributing funds to be utilized in the Program will serve a public purpose;

**NOW, THEREFORE**, in consideration of the premises and the public purposes to be served hereby, Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County), and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (the City), enter into the following mutual agreement:

1. The County will appropriate to the City the sum of Twenty Thousand and 00/100 Dollars (**\$20,000.00**) (the funds) to be paid in one lump sum.
2. The City shall utilize the funds to make loans to qualifying business owners through the Micro-Enterprise Loan Program (the Program); provided, any loan funds repaid to the Program shall be utilized for the same purpose. The funds shall not be used for administrative or any other City expense associated with the operation of the program.

3. On or before June 30, 2019, and continuing on the same day thereafter for a period of three (3) years, the City shall provide to the County a report which shall summarize the accomplishments and activities of the Program during the preceding fiscal year. Such report shall be signed by the City's Executive Director of Finance.

5. The City shall in the operation of the Program comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

6. The Contractor shall include the following on all publications and releases, to include all written, audio, visual or social media relating to the Program: "The Micro-Enterprise Loan Program is supported in part by funds awarded by the Mobile County Commission."

**IN WITNESS WHEREOF**, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST:

**MOBILE COUNTY, ALABAMA**

\_\_\_\_\_  
John Pafenbach  
County Administrator

\_\_\_\_\_  
Connie Hudson, President  
Mobile County Commission  
Date: \_\_\_\_\_

ATTEST:

**CITY OF MOBILE, ALABAMA**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
William Stimpson, Mayor  
Date: \_\_\_\_\_



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

resolution and contract

Cover Memo

11/6/2018

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk    Henley, Jennifer

Approved

11/6/2018 - 9:58  
AM

**Resolution Approving a Professional Services Contract with Marion Steinfelds to Provide  
Certain Communications Services for the Mobile City Council**

**Findings.**

- (a) On March 15, 2016, the Council adopted Resolution 01-180 which authorized and directed the mayor to execute a certain Communications Consultant Agreement with an individual for:

the performance of certain tasks relating to the management of communication services and resources to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in timely, transparent, and professional manner.

- (b) Instead of executing the Communications Consultant Agreement as authorized and directed by the Council, by letter dated April 1, 2016 the mayor appointed the same individual to the position of Communications Coordinator, stating among other things, "your employment is authorized under the Code of Alabama, Section §11-44C-40. This means your employment is at will, and you serve at the pleasure of the mayor;" and, "this is a temporary, non-merit Position . . . effective March 19, 2016, until September 30, 2016."

- (c) By letter dated September 27, 2016 the Mayor reappointed the individual stating the position was non-merit, meaning it was not a classified position within the meaning of the Mobile County Personnel Law, 1939 Alabama Acts 238 Act. No. 470, September 15, 1939 (hereafter referred to as "Act 470") and stated:

You will report to the President, Mobile City Council, take direction from all City Councilors and coordinate with the Senior Director, Communications and External Affairs to enhance communication between the Mayor's Office and City Council, as well as outward communication to the citizens of Mobile.

- (d) On October 11, 2016 the mayor recommended, and the Council approved, Ordinance 02-048 which amended the organizational chart for the City of Mobile, in accordance with *Ala. Code* §11-44C-23 (hereafter referred to as "the organizational chart"). The organizational chart recognized a position outside the administrative service--Communications Coordinator--which reported directly to the City Council.
- (e) From March 2016 and continuously through October 10, 2018 the Communications Coordinator worked diligently for the City Council and performed all tasks assigned under the direction of the City Council with alacrity and dispatch. The Council was pleased with the performance of the Communications Coordinator, and never received a complaint about her services from the administration, the media, or the general public.
- (f) At approximately 8:15 a.m. on Wednesday, October 10, 2018 without prior notice to either the Council or the Communications Coordinator, the City Attorney telephoned the

Communications Coordinator and told her that she was terminated, effective immediately. He gave no explanation for this decision, and moments later, her City-issued cell phone was disconnected while she was speaking about a business matter with a council member. In addition, she was locked out of her computer and email account, making it impossible for her, or the Council, to access important information on ongoing projects.

- (g) During the pre-council meeting on October 16, Council members sought an explanation from the mayor's chief of staff and the city attorney about the reasons for this precipitous action, but there was no response. Subsequent to the October 16 meeting, several Councilors met with the Mayor to explain how his actions have undermined and interfered with the Council's ability to communicate with the citizens about legislative policy; and more importantly, how the abrupt termination of the Communications Coordinator has adversely affected the morale of the other employees who work in the Council office.
- (h) The power to contract is a legislative power, vested in the council by virtue of *Ala. Code §§ 11-44C-11, 11-44C-21 and 11-40-1*. The professional services to be provided in the attached contract are indispensable to the council's ability to serve their constituents.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama, as follows:

#### **Section 1.**

The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Alabama the attached professional services contract with Marion Steinfelds for the performance of certain tasks relating to the management of communication services and resources on behalf of the Council to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in a timely, transparent, and professional manner.

#### **Section 2:**

In accordance with the *Ala. Code § 11-47-5* :

- (a) Within 48 hours after the passage of this Resolution, the City Clerk shall transmit said contract to the mayor for his execution. The mayor shall promptly execute the contract and return it to the city clerk.
- (b) Should the Mayor fail to execute and return the agreement within 10 days from the date this resolution was passed by the Council, the contract shall then be executed in the name of the City of Mobile, Alabama by the president of the Council. In the event of a vacancy in the office of president of the Council, the contract shall then be executed in the name of the City of Mobile, Alabama by the vice-president of the Council.

**Approved:**

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**Lisa C. Lambert, City Clerk**

## **COMMUNICATIONS CONSULTANT AGREEMENT**

This agreement is made this \_\_\_\_ day of November, 2018, between the CIT OF MOBILE and MARION STEINFELS (hereinafter referred to as "Consultant").

1. **PURPOSE.** The City Council of the City of Mobile is engaging the Consultant, Marion Steinfels, to perform certain tasks relating to the management of communication services and resources to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in a timely, transparent, and professional manner.
2. **TERM.** This Agreement shall commence immediately upon its execution and shall continue in force and effect until October 31, 2021. Consultant agrees and acknowledges that her engagement is at the will of the City Council of the City of Mobile.
3. **TERMINATION.** This Agreement may be terminated with or without cause at any time by either party upon fourteen (14) days written notice. Upon termination, all work done by the Consultant shall be immediately turned over to the City Council and all payments for work performed by the Consultant shall become immediately due and payable. The City shall be obligated to pay the Consultant only the compensation earned and approved expenses incurred prior to termination.
4. **PERFORMANCE.** The Consultant warrants that she will spend the time necessary to accomplish the tasks called for by this agreement.
5. **INDEPENDENT CONTRACTOR.** It is understood and agreed by all parties that Consultant is not an officer or employee of the city, but a professional who at all times shall remain an independent contractor.
  - a. Nothing herein shall be deemed to create an agency, joint venture, or partnership relations between the parties hereto.
  - b. Nothing in this Agreement shall be deemed to constitute an employment agreement and the Consultant is not entitled to receive any of the benefits, rights or protections which an employee of the City of Mobile would receive.
  - c. The compensation payable hereunder in respect of services provided are and shall be regarded as freelance earnings, and no income tax or social security deductions will be deducted from the compensation payable hereunder.
6. **COMPENSATION.** For all services rendered by Consultant under this Agreement, the City of Mobile will pay the Consultant the sum of \$6,291.66 per month. The City will also reimburse expenses incurred by Consultant, provided the expenses in excess of



\$100.00 must be approved in writing signed by the President or Vice President of the City Council prior to the time they are incurred. Consultant will provide the City clerk an appropriate invoice each month.

7. **PROVISION OF NECESSARY OFFICE SPACE AND EQUIPMENT.** The City will provide Consultant with necessary office space and equipment to enable her to perform the services contemplated by this Agreement. It is further understood that Consultant will at times be able to perform tasks and services contemplated by this Agreement at her own office away from Government Plaza.

8. **INSURANCE.** Consultant shall at all times during the term of this Agreement, and any renewal thereof, maintain automobile insurance in the minimum amounts of \$100,000 per injury, \$300,000 per occurrence, for bodily injury and property damage.

9. **PROPRIETARY RIGHTS.** Consultant agrees and acknowledges that all images, logos, trademarks, slogans, artwork, written materials, drawings, photographs, graphic material, film, or music that is created by Consultant specifically for the City Council under this Agreement and accepted by the City Council shall be the property the City Council and the City of Mobile, unless otherwise agreed in writing signed by the Consultant and the President or Vice President of the City Council.

10. **ASSIGNMENT.** Neither party may assign this Agreement, or the performance of any tasks contemplated by this Agreement, unless consented to in writing signed by the Consultant and the President or Vice President of the City Council.

11. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Alabama.

12. Consultant agrees that she will comply with all requirements of the State of Alabama Immigration Law (Act No. 2011-535, as amended by Act 2012-491, Alabama Code (1975) Section 31-13-1, et se., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 to perform work 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.

13. Consultant agrees that she will at all times comply with all Federal and State laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested by the City. Consultant agrees that she will not discriminate against anyone on the basis of race, color, religion, national origin, handicap, veteran status, age or sex.

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MAYOR  
CITY OF MOBILE

---

VICE PRESIDENT  
MOBILE CITY COUNCIL

---

MARION STEINFELS  
208 Levert Avenue  
Mobile, Alabama 36607



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

**Submitted by:**

Chief Paul M. Sealy, Mobile Fire-Rescue Department

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Authorize the Mayor to apply, accept, and receive funding from the Department of Homeland Security - FEMA for the FY 2018 Assistance to Firefighters Grant in the amount of \$234,960.00.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds 213,600.00**

**Matching Funds 21,360.00**

**ATTACHMENTS:**

| Description          | Type       | Upload Date |
|----------------------|------------|-------------|
| backup documentation | Cover Memo | 11/5/2018   |
| resolution - amended | Cover Memo | 11/5/2018   |

**REVIEWERS:**

| Department Reviewer        | Action   | Date                  |
|----------------------------|----------|-----------------------|
| Accounting Daniels, Bettye | Approved | 10/29/2018 - 3:38 PM  |
| Legal Hill, Ashton         | Approved | 10/29/2018 - 2:58 PM  |
| Mayors Office Wesch, Paul  | Approved | 10/31/2018 - 11:38 AM |

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**AFG Application (General Questions and Narrative)**

OMB No.: 1660-0054

Expiration Date: August, 31 2019

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits.

You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

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**Applicant's Acknowledgements**

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- \* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- \* As required per 2 CFR 2.25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- \* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).
- \* I certify that the applicant organization is aware that this application period is open from 09/24 to 10/26/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- \* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: [http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd\\_ehp\\_screening\\_form\\_51815.pdf](http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf)
- \* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Jeremy P. Lami** on **2018-10-26 01:11:42.0**

**Overview**

**\* Did you attend one of the workshops conducted by an AFG regional fire program specialist?**

Yes, I have attended workshop

**\* Did you participate in a webinar that was conducted by AFG?**

Yes

**\* Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.

**Fields marked with an \* are required.**

**Preparer Information**

Preparer's Name

Address 1

Address 2

City

State

Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

**Primary Point of Contact**

\* Title

Chief of Staff

Prefix (select one)

N/A

\* First Name

Jeremy

Middle Initial

P.

\* Last Name

Lami

\* Primary Phone

251-895-8806 Ext. Type cell

\* Secondary Phone

251-208-7864 Ext. Type work

Optional Phone

Type

Fax

251-208-5813

\* Email

lamij@cityofmobile.org

FEMA Form 080-0-2

**Contact Information**

---

**Alternate Contact Information Number 1**

\* Title Fire Chief  
Prefix (select one) N/A  
\* First Name Paul  
Middle Initial M  
\* Last Name Sealy  
\* Primary Phone 251-208-7353 Ext. Type work  
\* Secondary Phone 251-605-4035 Ext. Type cell  
Optional Phone Type  
Fax  
\* Email sealy@cityofmobile.org

**Alternate Contact Information Number 2**

\* Title Chief of Operations  
Prefix (select one) N/A  
\* First Name James  
Middle Initial  
\* Last Name Frank  
\* Primary Phone 251-402-9380 Ext. Type cell  
\* Secondary Phone 251-208-7791 Ext. Type work  
Optional Phone Type  
Fax  
\* Email frankj@cityofmobile.org

FEMA Form 080-0-2



**Applicant Information**

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EMW-2018-FO-05477

Originally submitted on 10/26/2018 by Jeremy Lami (Userid: ChiefPappas64)

**Contact Information:**

Address: 701 St Francis Street

City: Mobile

State: Alabama

Zip: 36602

Day Phone: 2512087351

Evening Phone: 2518958806

Cell Phone: 2512951603

Email: lamij@cityofmobile.org

**Application number is EMW-2018-FO-05477**

\* Organization Name Mobile Fire-Rescue Department

\* Type of Applicant Fire Department/Fire District

\* **Fire Department/District, Non-Affiliated EMS, and Regional applicants**, select type of Jurisdiction City Served :

If "Other", please enter the type of Jurisdiction

**SAM.gov (System For Award Management)**\* What is the legal name of your Entity as it appears in [SAM.gov](https://sam.gov)?

Note: This information must match your [SAM.gov](https://sam.gov) profile if your organization is using the DUNS number of your Jurisdiction.

Mobile, City of DBA Mobile Fire Department

\* What is the legal business address of your Entity as it appears in [SAM.gov](https://sam.gov)?

Note: This information must match your [SAM.gov](https://sam.gov) profile if your organization is using the DUNS number of your Jurisdiction.

\* Mailing Address 1 701 Saint Francis Street

Mailing Address 2

\* City Mobile

\* State Alabama

\* Zip 36602 - 1897  
[Need help for ZIP+4?](#)\* [Employer Identification Number](#) (e.g. 12-3456789)

Note: This information must match your [SAM.gov](https://sam.gov) profile.

63-6001318

\* Is your organization using the DUNS number of your Jurisdiction? Yes

I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)



805836699



\* What is your 9 digit [DUNS number](#)?

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own [DUNS number](#) and bank account separate from your Jurisdiction.

\* Is your [DUNS Number](#) registered in [SAM.gov](#) (System for Award Management previously CCR.gov)?

Yes

\* I certify that my organization/entity is registered and active at [SAM.gov](#) and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's [SAM.gov](#) record.



#### Headquarters or Main Station Physical Address

\* Physical Address 1

701 St. Francis Street

Physical Address 2

\* City

Mobile

\* State

Alabama

\* Zip

36602 - 1897

[Need help for ZIP+4?](#)

Mailing Address

\* Mailing Address 1

701 Saint Francis Street

Mailing Address 2

\* City

Mobile

\* State

Alabama

\* Zip

36602 - 1897

[Need help for ZIP+4?](#)

#### Bank Account Information

\* The bank account being used is: (Please select one from the right)

Maintained by my Jurisdiction

Note: The following banking information must match your [SAM.gov](#) profile.

\* Type of bank account

Checking

\* Bank routing number - [9 digit](#) number on the bottom left hand corner of your check

062006505

\* **Your account number**

1110163167

#### Additional Information

\* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

\* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

FEMA Form 080-0-2

**Fire Department/Fire District Department Characteristics (Part I)**

- \* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property? No
- \* What kind of organization do you represent? All Paid/Career
- If you answered "Combination", above, how many career members in your organization? (whole numbers only)
- If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)
- \* What type of community does your organization serve? Urban
- \* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters) Yes
- \* What is the square mileage of your first-due response area? (whole number only) 250
- \* What percentage of your response area is protected by hydrants? (whole number only) 85 %
- \* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Mobile County
- \* Does your organization protect critical infrastructure? Yes

If "Yes", please describe the critical infrastructure protected below:

Regional Airport, Port of Mobile, Major Hub for CSX Railroad, Coast Guard Base, Austal Shipbuilding for U.S. Navy, I-10 east/west corridor, Multiple aerospace engineering facilities. Residential, commercial, industrial, agriculture, undeveloped properties, open space, and wildland. Aerospace, steel, ship building, retail services, construction, medicine, and manufacturing are Mobile's major industries. The RSA Battle House Tower is located in Mobile and is Alabama's tallest building. In fact, it is the tallest building on the Gulf Coast outside of Houston. The tower consists of 25 office floors, 3 lobby floors, 4 hotel floors, and 1 service floor, together with 30 elevators and 534,268 square feet of column-free floorspace and a total building area of 189,644 square feet. The Port of Mobile is Alabama's only saltwater port and boasts the nation's 12th largest port by tonnage. The Port of Mobile has public, deep-water terminals with direct access to 1,500 miles of inland and intracoastal waterways serving the Great Lakes, the Ohio and Tennessee river valleys, and the Gulf of Mexico. In 1999, Mobile partnered with Austal USA, who is currently under contract with the United States Navy to build the Littoral Combat Ship (LCS). Austal currently has a workforce of nearly 4,500 employees. In addition, Mobile is a home port for Carnival Cruise Lines. The Mobile Aeroplex at Brookley is an industrial complex and airport located 3 miles south of the central business district of the city. It is the largest industrial and transportation complex in the region with 70 companies spread over 1,650 acres. Notable employers at Brookley include Airbus North America Engineering, ST Aerospace Mobile, and Continental Motors. Airbus recently completed a \$600 million factor at the Brookley Aeroplex for the assembly of the A319, A320, and A321 aircraft. Local airline passengers are served by the Mobile Regional Airport, with direct connections to four major airports. Mobile is served by four Class I railroads, including the Canadian National Railway (CNR), CSX Transportation (CSX), the Kansas City Southern Railway (KCS), and the Norfolk Southern Railway (NS). The Alabama and Gulf Coast Railway (AGR), a Class III railroad, links Mobile to the Burlington Northern and Santa Fe Railway (BNSF) at Amory, Mississippi. Two major interstate highways converge in Mobile. Interstate 10 runs northeast to southwest across the city and Interstate 65 begins in Mobile and runs North. The George Wallace Tunnel is a pair of road tunnels that carry Interstate 10 through Mobile and averages 72,000 vehicles a day. The City of Mobile has four major hospitals and the only Level I Trauma Center in southwest Alabama. Level I Trauma Centers have the capability of providing leadership and total care of every aspect of injury, from prevention through rehabilitation.



- \* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties? 15 %
- \* What percentage of your primary response area is for commercial and industrial purposes? 35 %
- \* What percentage of your primary response area is used for residential purposes? 50 %

\* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? (whole numbers only) 258000

\* Do you have a seasonal increase in population? No

If "Yes" what is your seasonal increase in population?

\* How many active firefighters does your department have who perform firefighting duties? (whole numbers only) 445

\* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only) 445

Does your department have a Community Paramedic program? Yes

How many personnel are trained to the Community Paramedic level? (whole numbers only) 15

\* How many stations are operated by your organization? (whole numbers only) 20

\* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)? Yes

\* Do you currently report to the National Fire Incident Reporting System (NFIRS)?

Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy. Yes

If you answered "Yes" above, please enter your FDIN/FDID 00201

\* How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only) 445

\* How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I) 445

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

\* What services does your organization provide?

|                                    |                                  |                             |
|------------------------------------|----------------------------------|-----------------------------|
| Advanced Life Support              | Emergency Medical Responder      | Rescue Operational Level    |
| Airport Rescue Firefighting (ARFF) | Haz-Mat Operational Level        | Rescue Technical Level      |
| Basic Life Support                 | Haz-Mat Technical Level          | Structural Fire Suppression |
| <u>Community Paramedic</u>         | Maritime Operations/Firefighting | Wildland Fire Suppression   |

\* Please describe your organization and/or community that you serve.

The Mobile Fire Rescue Department (MFRD) is located in Mobile County in Southwest Alabama, along the Northern Gulf coast. Currently our department maintains approximately 450 sworn personnel of which 144 personnel are NREMT- Paramedics. The Mission of the Mobile Fire Rescue Department is to identify and

respond to community needs in order to deliver an effective and efficient system of services which minimize risk to life, health, and property from fire, trauma, acute illness, and hazardous conditions. The MFRD maintains a fire fighting force capable of handling emergencies which include; structural fires, hazardous material mitigations, and all types of rescues and catastrophes. We also provide emergency medical services with transport capability. The MFRD also conducts fire prevention, education services and fire and arson investigations. Currently, the Mobile Fire Rescue Department has an armamentarium of 47 pieces of apparatus that include (18) ALS ambulances (11 Front line and 7 reserve units for surge capacity), (20) Engine companies, (6) ladder companies, (5) rapid response sprint vehicles, (3) technical rescue vehicles, a Hazmat unit, a Fire boat and a Urban Search and Rescue (USAR) team (Alabama Task Force 1), that covers a jurisdictional response of over 250 square miles, with a metro population of approximately 326,000 citizens with 38,255 calls for service for calendar year 2017. All of our apparatus are staffed by nationally registered EMTs and Paramedics. 100% of the MFRD Firefighter personnel are certified to NFPA 1001. The Mobile Fire Rescue Department (MFRD) has steadily realized an increase for emergency responses, especially for medical emergencies that surpasses greater than 82% of the Departments annual call volume. The Mobile Fire Rescue Department service area includes; Nine area high schools, Ten middle schools, Twenty-six elementary schools, Seven private and parochial schools, Six schools of higher education including colleges and universities. The University of South Alabama alone has nearly 16,000 students in enrollment. Our Response area includes two Airports with multiple aerospace industries, a Carnival Cruise ship terminal, Ladd Peebles Stadium (40,000 seat capacity) with two annual collegiate bowl games, several malls, numerous nursing homes and The Alabama State docks which encompasses 4000 acres with 41 births, making it one the busiest seaports in the nation. The MFRD and the city of Mobile also entertains over 1.2 million visitors each year for the city's annual Mardi Gras celebration. All of these entities rely on the Mobile Fire Rescue Department for quick, capable, quality and professional responses.

FEMA Form 080-0-2

## Fire Department Characteristics (Part II)

|                                                                                                                         | 2017    | 2016 | 2015 |
|-------------------------------------------------------------------------------------------------------------------------|---------|------|------|
| * What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years? | 4       | 3    | 4    |
| * What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?   | 16      | 16   | 13   |
| * What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?   | 0       | 0    | 0    |
| * What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?     | 95      | 94   | 99   |
| *Over the last three years, what was your organization's operating budget?                                              | 2556043 |      |      |
| * How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?                 | 92      |      |      |
| Does your department have any rainy day reserves, emergency funds, or capital outlay?                                   | No      |      |      |
| If Yes, what is the total amount currently set aside?                                                                   |         |      |      |
| If Yes, describe the planned purpose of this fund                                                                       |         |      |      |
| * What percentage of your annual operating budget is derived from:                                                      | 2017    | 2016 | 2015 |
| Enter numbers only, percentages must sum up to 100%                                                                     |         |      |      |

|                         |       |       |       |
|-------------------------|-------|-------|-------|
| <u>Taxes?</u>           | 100 % | 100 % | 100 % |
| Bond Issues?            | 0 %   | 0 %   | 0 %   |
| <u>EMS Billing?</u>     | 0 %   | 0 %   | 0 %   |
| Grants?                 | 0 %   | 0 %   | 0 %   |
| Donations?              | 0 %   | 0 %   | 0 %   |
| Fund drives?            | 0 %   | 0 %   | 0 %   |
| <u>Fee for Service?</u> | 0 %   | 0 %   | 0 %   |

\* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

Due to the lack of revenue from the City, the MFRD is unable to fund the equipment needed in order to meet the demands of the rapidly changing fire service. The Department spends 92% of its revenue on salaries and benefits for its employees. The remainder is used for our day to day operations and those funds have remained flat for the past four (4) budget years. This is largely due to declining population within Mobile, as many residents have moved to small communities located outside city limits. Even with a high tax rate of 10%, revenue has not been enough to sustain all city services. Our department has been forced to reduce the number of personnel available for emergency response. The MFRD budget for 2017-2018 budget period is



\$36.2 million. These funds are received from the city's general fund. The entire budget is spent annually. The budget breakdown is as follows: personnel costs equal \$32,986,078; operating costs equal \$3,210,682. The Department does not have any reserve/emergency funds. Sales tax revenue are projected to be about \$689,000 less in 2018 than will be actually received in 2017. An increasingly fragile source of City revenue is our sales tax. With no large employer closings and successive new economic development opportunities, the likely cause of stable but ungrowing consumer activity in traditional businesses is the growth of online shopping. Much of this electronic, distance-based commerce goes untaxed. In other cases, large online merchants, such as Amazon, have opted into the Alabama Simplified Sellers Use Tax by which city taxes are avoided at approximately an 85% rate in favor of the State and other taxing authorities. Bottom line is that the State of Alabama now collects a majority of the sales tax from online purchases, which has significantly diminished revenue in the City of Mobile. During recent years, the City of Mobile has suffered shortfalls in expected revenues and projections for the FY 2018 budget have decreased by nearly \$9 million. Collectively, all operating department budgets are \$3,312,000 less than in 2017. Financial accountability is especially important since a number of departmental costs cannot be controlled. For example, the new City costs of pension contributions will rise from over \$24 million in fiscal 2017 to over \$25 million in 2018, with approximately \$30 million projected for 2019. In addition, the EMS Division has required, on average, a \$3.3 million dollar subsidy from the City to remain operational. The MFRD has not received adequate funding, including equipment, during the regular budget for the past seven (7) years. The majority of equipment purchased in prior years was provided as a result of a Federal or State grant. The MFRD is currently attempting to secure funding for five (3) pumpers and one (1) aerial. These units have exceeded their life expectancy of 15 years. In fact, the MFRD is currently using a 1988 Aerial as a front-line apparatus. Due to the age of these units, the repair and maintenance costs are unmanageable. Mobile is also home to one of the largest ports in the country (based on gross tonnage), but we have been unable to secure funding for a fireboat that is out of service. The estimated cost to replace these units is \$6.2 million. This year the Department had to conduct major building repairs and allocate funding for a new fire station and Training Facility, at an estimated cost of \$3 million. The station and Training Center required rebuilding due to mold issues that were deemed a health hazard. The MFRD and the City of Mobile have sought public/private partnerships and alternative funding sources without success. These necessary expenses are demanding the majority of our budget, not allowing any funding for the critical health and wellness program.

\* In cases of demonstrated economic hardship, and upon the request of the grant recipient, the FEMA Administrator may waive or reduce an AFG grant recipient's cost share requirement. Is it your department's intent to apply for cost share waiver? No

\* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** ( Enter numbers only and enter 0 if you do not have any of the vehicles below. )

| Type or Class of Vehicle                                                                                                                                                                                           | Number of Front Line Apparatus | Number of Reserve Apparatus | Number of Seated Riding Positions |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------|-----------------------------------|
| Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more):<br>Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface | 19                             | 6                           | 76                                |
| Ambulances for transport and/or emergency response:                                                                                                                                                                | 11                             | 6                           | 22                                |
| Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):                                                                                       | 1                              | 0                           | 1                                 |
|                                                                                                                                                                                                                    | 6                              | 2                           | 18                                |



|                                                                                                                                                                                                                                                                                                   |   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| Aerial Apparatus:<br>Aerial Ladder Truck, Telescoping, Articulating,<br>Ladder Towers, Platform, Tiller Ladder Truck, Quint                                                                                                                                                                       |   |   |   |
| Brush/Quick attack (pumping capacity of less than<br>750 gpm and water carrying capacity of at least<br>300 gallons):<br>Brush Truck, Patrol Unit (Pickup w/ Skid Unit),<br>Quick Attack Unit, Mini-Pumper, Type III Engine,<br>Type IV Engine, Type V Engine, Type VI Engine,<br>Type VII Engine | 2 | 0 | 2 |
| Rescue Vehicles:<br>Rescue Squad, Rescue (Light, Medium, Heavy),<br>Technical Rescue Vehicle, Hazardous Materials<br>Unit                                                                                                                                                                         | 4 | 0 | 4 |
| Additional Vehicles:<br>EMS Chase Vehicle, Air/Light Unit, Rehab Units,<br>Bomb Unit, Technical Support (Command,<br>Operational Support/Supply), Hose Tender,<br>Salvage Truck, ARFF (Aircraft Rescue Firefighting),<br>Command/Mobile Communications Vehicle                                    | 5 | 0 | 5 |

FEMA Form 080-0-2

## Fire Department Call Volume

2017

2016

2015

\* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

|                                                                        |      |      |      |
|------------------------------------------------------------------------|------|------|------|
| Fire - NFIRS Series 100                                                | 6912 | 3687 | 1521 |
| Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200 | 3    | 4    | 6    |
| Rescue & Emergency Medical Service Incident - NFIRS Series 300         | 387  | 402  | 361  |
| Hazardous Condition (No Fire) - NFIRS Series 400                       | 604  | 544  | 493  |
| Service Call - NFIRS Series 500                                        | 2100 | 1765 | 1804 |
| Good Intent Call - NFIRS Series 600                                    | 5234 | 4878 | 4544 |
| False Alarm & False Call - NFIRS Series 700                            | 3870 | 3509 | 3544 |
| Severe Weather & Natural Disaster - NFIRS Series 800                   | 23   | 33   | 13   |
| Special Incident Type - NFIRS Series 900                               | 3    | 4    | 10   |

## FIRES

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

|                                                                                     |     |     |     |
|-------------------------------------------------------------------------------------|-----|-----|-----|
| Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)  | 296 | 256 | 246 |
| Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)    | 586 | 298 | 200 |
| Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143) | 18  | 21  | 169 |
| What is the total acreage of all vegetation fires?                                  | 500 | 500 | 500 |

## RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

|                                                                                             |       |       |       |
|---------------------------------------------------------------------------------------------|-------|-------|-------|
| Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324) | 1110  | 1890  | 2420  |
| Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)   | 717   | 256   | 3     |
| Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)       | 295   | 344   | 509   |
| How many EMS-BLS Response Calls                                                             | 11089 | 10870 | 0     |
| How many EMS-ALS Response Calls                                                             | 24656 | 21099 | 23662 |
| How many EMS-BLS Scheduled Transports                                                       | 0     | 0     | 0     |
| How many EMS-ALS Scheduled Transports                                                       | 0     | 0     | 0     |
| How many Community Paramedic Response Calls                                                 | 0     | 0     | 0     |

## MUTUAL AND AUTOMATIC AID

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

|                                                             |    |    |     |
|-------------------------------------------------------------|----|----|-----|
| How many times did your organization receive Mutual Aid?    | 6  | 4  | 0   |
| How many times did your organization receive Automatic Aid? | 0  | 0  | 0   |
|                                                             | 46 | 32 | 130 |

|                                                                           |   |   |   |
|---------------------------------------------------------------------------|---|---|---|
| How many times did your organization provide Mutual Aid?                  |   |   |   |
| How many times did your organization provide Automatic Aid?               | 0 | 0 | 0 |
| Of the Mutual and Automatic Aid responses, how many were structure fires? | 2 | 0 | 0 |

FEMA Form 080-0-2

Partnership with the community is a key element of the strategy. The strategy is designed to be a living document, one that can be updated as the community's needs and priorities change. The strategy is also designed to be a tool for accountability, one that can be used to track progress and ensure that the community is getting the most out of its investment.

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| Partnership with the community                    |                                   |            |          |
|---------------------------------------------------|-----------------------------------|------------|----------|
| Activity                                          | Responsible Party                 | Start Date | End Date |
| Develop a community advisory board                | Community Development Corporation | 2023       | 2024     |
| Conduct a community needs assessment              | Community Development Corporation | 2023       | 2024     |
| Develop a community engagement plan               | Community Development Corporation | 2023       | 2024     |
| Implement a community engagement plan             | Community Development Corporation | 2023       | 2024     |
| Monitor and evaluate community engagement efforts | Community Development Corporation | 2023       | 2024     |
| <a href="#">View Additional Funding</a>           |                                   |            |          |

Partnership with the community is a key element of the strategy. The strategy is designed to be a living document, one that can be updated as the community's needs and priorities change. The strategy is also designed to be a tool for accountability, one that can be used to track progress and ensure that the community is getting the most out of its investment.



**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 Council hereby ratifies the application filed by the Mayor to the Department of Homeland Security – FEMA, a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of \$234,960.00 for the FY 2018 Assistance to Firefighters Grant. The Memorandum of Agreement for grant assistance together with the application, exhibits, and related documents shall be filed with the City Clerk.

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 Department of Homeland Security – FEMA, and any other federal agency.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

37 Nixons

Cover Memo

11/8/2018

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk    Henley, Jennifer

Approved

11/8/2018 - 1:32  
PM



37

2018

**R E S O L U T I O N**

Sponsored by: Councilmember Richardson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License

Submitted by: Nixon's, LLC

Location: Nixon's  
1801 Old Shell Road  
Mobile, AL 36607

Adopted:

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City Clerk

**PLANNING & ZONING DEPARTMENT**

**MEMORANDUM**

**To:** Jennifer Sands

**From:** Bert Hoffman *BPH*  
Principal Planner

**Date:** October 31, 2018

**Re:** Application # 5255 / 1801 Old Shell Rd.

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Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on documentation on file, the site has a nonconforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in district 1, Fredrick Richardson Jr. (Council Member).

# MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING

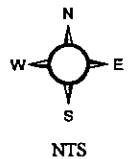


APPLICATION NUMBER 5255 DATE NOVEMBER 13, 2018

APPLICANT NIXONS LLC

LOCATION 1801 OLD SHELL RD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY  
CONDUCTED 2010

|  |     |  |     |  |      |  |     |  |     |  |      |  |       |  |      |
|--|-----|--|-----|--|------|--|-----|--|-----|--|------|--|-------|--|------|
|  | 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   |



AGENDA DATE: 11/13/2018

**CITY OF MOBILE  
MOBILE, ALABAMA**

**REVENUE DEPARTMENT**

**TO: THE MOBILE CITY COUNCIL**

**RE: ALCOHOLIC BEVERAGE LICENSE**

**APPLICATION NUMBER** 5255

☒ **NEW APPLICATION**    ☐ **TRANSFER-OWNERSHIP**    ☐ **TRANSFER-LOCATION**

**NIXONS LLC** \_\_\_\_\_ has filed application with the City of  
(Name of Applicant)

Mobile Revenue Department for a 020 - RESTAURANT RETAIL LIQUOR  
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board  
license to be issued to:

**APPLICANT:** NIXONS LLC

**TRADE NAME:** NIXONS

**LOCATED AT:** 1801 OLD SHELL ROAD, MOBILE, AL 36607

|                                         |                                        |                                                                                 |
|-----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input type="checkbox"/> N/A - Has property owner list been supplied?           |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | <input type="checkbox"/> N/A - Are there churches or schools in this vicinity?  |
| <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A - Any outstanding licenses/taxes on this business? |

**License will not be issued until two (2) letters of approval and copy of resolution passed by  
Council are received by City Revenue Department.**

BY: Wanda Barber  
(Revenue Department Representative)

**CONTACT:** JOHN THOMPSON    **PHONE#:** 251-401-4688



# CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: NEW  
Application Date: 10/17/2018  
Application No: 5255

Type License: 020 - RESTAURANT RETAIL LIQUOR

Type License: N/A

Name of Applicant(s) NIXONS LLC

Ownership: LLC

Name and address of individual, partners, and members, association, corporate officers, etc...

| NAME / D.L.#            | TITLE  | DATE OF BIRTH/<br>PLACE OF BIRTH | PRESENT RESIDENCE<br>ADDRESS          |
|-------------------------|--------|----------------------------------|---------------------------------------|
| JOHN MCDERMOTT THOMPSON | MEMBER | 11/06/1962<br>MOBILE, AL         | 261 LEVERT STREET<br>MOBILE, AL 36607 |
|                         |        |                                  |                                       |
|                         |        |                                  |                                       |
|                         |        |                                  |                                       |

Corporate information: LR 7670 PG 122 Date: 8/13/2018 County: MOBILE  
(Enter book & page or document info) (Incorporation or Authority)

Trade Name NIXONS

Location 1801 OLD SHELL ROAD., MOBILE, AL 36607

Mailing Address 1801 OLD SHELL ROAD., MOBILE, AL 36607

(Include Street or Post Office Box Address City State, and Zip Code)



Previous Licensee Information



Transferee

Licensee Name GOLDEN HOSPITALITY LLC

Type 040/060

Trade Name OLD SHELL GROWLERS

License No# 5044

These premises are located in the: Corporate Limits  
Alabama.

Location (location transfer only) \_\_\_\_\_

What is the applicant(s) primary business at this location?

RESTAURANT

Has ANYONE, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO (if yes explain) \_\_\_\_\_

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO (if yes explain) \_\_\_\_\_

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? YES

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES - MULTIPLE LOCATIONS

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of ANY law violation? NO

(If YES, explain in Law violation Section) Signature of applicant X \_\_\_\_\_

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

SIGNED X \_\_\_\_\_

COUNTY OF MOBILE

TITLE PRESIDENT

DATE 10/17/18

The undersigned NIXONS LLC - JOHN MCDERMOTT THOMPSON

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

X Signature of Affiant

Sworn to and subscribed before, me this 17th day of October Year 2018

Wanda Bender  
SIGNATURE OF NOTARY

5/1/2019  
MY COMMISSION EXPIRES

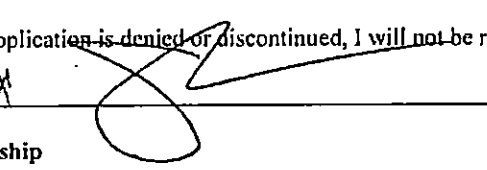
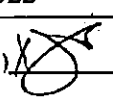
**GENERAL APPLICATION INFORMATION**Contact Person JOHN THOMPSONE-mail: CALLAGHANSMOBILE@HOTMAIL.COMPhone Number: Home: 251-401-4688Cell: 251-401-4688Bus: 251-401-4688Do the premises have a fully equipped and operational kitchen? *YES*Does the establishment have restroom facilities? *YES*Is place of business habitually used for providing food to the public? *YES*Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*Will this business be operated PRIMARILY as a package store? *NO*Building seating capacity 72License premises includes patio area *NO*Square Footage 2000License covers: *ENTIRE STRUCTURE*License Structure: *ONE STORY*Is location within city limits? *YES***Explanation of Law Violations**

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

| NAME | VIOLATION                        | ARRESTING AGENCY & DATE | DISPOSITION |
|------|----------------------------------|-------------------------|-------------|
|      | <i>NONE within last 10 years</i> |                         |             |
|      |                                  |                         |             |
|      |                                  |                         |             |
|      |                                  |                         |             |

**Filing Fee Acknowledgement**

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: **Lease /Property Ownership**Name of Property Owner/Lessor: BMS LLC 251-423-2200Address of Property Owner/Lessor: P O BOX 2613, MOBILE , AL 36522Applicant attests to the truthfulness of the above responses. (Applicant's Initials) 



### OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): NIXONS LLC  
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) Sole Proprietorship ( ) Corporation ( ) Partnership ( ☒ ) LLC

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (First, Middle, Last) John McDermott Thompson

Sc \_\_\_\_\_

Driver Licen: \_\_\_\_\_

Title (i.e. Owner, President, Member) PRESIDENT

Date \_\_\_\_\_

Place of Birth MOBILE AL ~~USA~~ USA  
County State Nation

Present Address: 261 LEVERT ST MOBILE AL 36607  
Street Address (Apt#) City State Zip Code

Length of Time at Address: 6 yrs Home# \_\_\_\_\_ Cell# 251 401 4688

\*\*\*\*\*

Full Name (First, Middle, Last) \_\_\_\_\_

Social Security # \_\_\_\_\_ Race: \_\_\_\_\_ Sex: ( ) M ( ) F

Driver License# \_\_\_\_\_ State \_\_\_\_\_

Title (i.e. Owner, President, Member) \_\_\_\_\_

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Place of Birth \_\_\_\_\_  
County State Nation

Present Address: \_\_\_\_\_  
Street Address (Apt#) City State Zip Code

Length of Time at Address: \_\_\_\_\_ Home# \_\_\_\_\_ Cell# \_\_\_\_\_

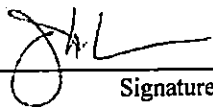
### EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE")

| NAME | DATE | VIOLATION | JURISDICTION | DISPOSITION |
|------|------|-----------|--------------|-------------|
|------|------|-----------|--------------|-------------|

|               |      |     |                |           |
|---------------|------|-----|----------------|-----------|
| John Thompson | 1984 | DUI | City of Daphne | NOC PRESS |
|               |      |     |                |           |
|               |      |     |                |           |
|               |      |     |                |           |
|               |      |     |                |           |
|               |      |     |                |           |
|               |      |     |                |           |
|               |      |     |                |           |

I certify that the above information is correct and true.

|                                                                                                                                                                                                                                                                                 |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|  <div style="display: inline-block; vertical-align: middle;"> <p style="font-size: 1.2em; margin: 0;">President</p> <p style="font-size: 0.8em; margin: 0;">Signature &amp; Title</p> </div> | <p>Date: 10/15/18</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|

\*\*\*\*\*

### PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: BMS LLC / Jean Cantor  
 (The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: PO Box 2613  
MOBILE AL 36652

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION  
OF  
NIXON'S, LLC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting as Incorporators of a Corporation under the Code of Alabama, hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Nixon's, LLC

ARTICLE II

The period of the duration of the Corporation shall be perpetual.

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1. To engage in the business of restaurant management, and any other business the Board may deem appropriate.
2. To acquire and pay for in cash or otherwise, stock or bonds, the good will, rights, assets and property, in whole or in part, tangible or intangible of any other firm or Corporation, and to undertake or assume the whole or any part of any such business acquired; and to exercise all of the powers necessary or convenient in and about the conduct of and management of such business.
3. To enter into, make and perform contracts of any kind and description with any person; firm, association, corporation, municipality, country, state, body politic or government or dependency thereof.
4. To lend money, either unsecured, or secured by mortgage or other security, on such terms and conditions as the Corporation may decide.
5. To borrow or raise monies for any of the purposes of the Corporation, from time to time, and without limit as to amount, on such terms and conditions as the Corporation

may decide, and to make and execute any and all contracts, mortgages, notes or other documents which may be necessary or convenient to such transactions.

6. To acquire, purchase, and re-issue its own stock insofar as may be permitted by law.

7. The enumeration of objects or purposes herein shall not be deemed to exclude or in any way limit by inference any powers, objects or purposes which this Corporation is empowered to exercise, whether expressly by force of Law of the State of Alabama now or hereafter in effect or implied by any reasonable construction of said law.

#### ARTICLE IV

Provisions for regulation of the internal affairs of the Corporation shall be set out in the By-Laws of the Corporation which shall be adopted after the Corporation is established.

#### ARTICLE V

The address of the initial registered office of the Corporation is 916 Charleston Street, Alabama 36604 and the name of its initial registered agent at such address is John Thompson.

#### ARTICLE VI

This Corporation will be authorized to operated as an S Corporation as defined in Subchapter S, Revision Act of 1982, of the United States Revenue Code, if it so desires.

#### ARTICLE VIII

The number of Directors constituting the initial Board of Directors of the Corporation is one, and the name and address of the person who is to serve as Director until the first annual meeting of the shareholders, or until his successors are elected and shall qualify, are as follows:

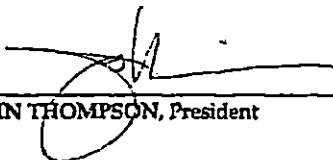
John Thompson  
916 Charleston Street  
Mobile, Alabama 36604

ARTICLE IX

The names and addresses of the incorporators are as follows:

John Thompson  
916 Charleston Street  
Mobile, Alabama 36604

IN WITNESS WHEREOF, the said Incorporator has executed these Articles of  
Incorporation on this the 13<sup>th</sup> day of August, 2018.

  
JOHN THOMPSON, President

STATE OF ALABAMA  
COUNTY OF MOBILE

I, Katie Binarn, a Notary Public, in and for the said State and County, do  
hereby certify that John Thompson whose name is signed to the foregoing Articles of  
Incorporation and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the instrument, he executed the same voluntarily on the day the  
same bears date.

Given under my hand and seal on this 13<sup>th</sup> day of August, 2018.

  
NOTARY PUBLIC

STATE OF ALABAMA AT LARGE 8/26/21

PREPARED BY:

Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602, (251) 433-  
2133

Mobile County, Alabama  
I hereto certify this instrument  
filed on: 8/13/2018 01:26:18 PM  
Don Davis, Probate Judge  
Dead Tax: \$.00  
Mortgage Tax: \$.00  
Mineral Tax: \$.00  
No Tax: \$.00 2018047890  
Judge Fee: \$.00 8x:LR/670  
S.R. Fee: \$2.00 Pg:122  
Surcharge Fee: \$.00  
Recording Fee: \$51.00  
TOTAL: \$53.00

ARTICLE IX

The names and addresses of the incorporators are as follows:

John Thompson  
916 Charleston Street  
Mobile, Alabama 36604

IN WITNESS WHEREOF, the said Incorporator has executed these Articles of Incorporation on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
JOHN THOMPSON, President

STATE OF ALABAMA  
COUNTY OF MOBILE

I, \_\_\_\_\_, a Notary Public, in and for the said State and County, do hereby certify that John Thompson whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF ALABAMA AT LARGE

PREPARED BY:

Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602, (251) 433-2133

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
NIXON'S, LLC**

---

**ARTICLE I  
Company Formation**

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: **NIXON'S, LLC**

1.3 **REGISTERED AGENTS.** The names and locations of the registered agents of the Company shall be:

**John Thompson  
916 Charleston Street  
Mobile, Alabama 36604**

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) The Members vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alabama.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to\_\_\_\_\_.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be: 916 Charleston Street, Mobile, Alabama 36604.



The principal place of business may be changed to a location the Members may select. The Members may also choose to store company documents at any address the Members choose.

1.8 **MEMBERS.** The names and places of residence of the members are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Members' interest.

## **ARTICLE II**

### **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is \_\_\_\_\_.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Members' relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as the Members see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 **C CORPORATION ELECTION.** The Members may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Members.

## **ARTICLE IV**

### **Management**

4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members.

**4.2 MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. The Members are in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

**4.3 POWERS OF THE MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

**4.7 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

**4.8 COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.

**4.9 EXCULPATION.** Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Members to any liability to the Members.

**4.10 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct

was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

**4.11 RECORDS.** The Members shall cause the Company to keep at its principal place of business or other location the following:

(a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(c) Copies of any financial statements of the limited liability company for the three most recent years.

#### **ARTICLE V** **Compensation**

**5.1 MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

#### **ARTICLE VI** **Bookkeeping**

**6.1 BOOKS.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

**6.2 MEMBERS' ACCOUNTS.** The Members shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account; and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

7.1 **ASSIGNMENT.** According to the appropriate Court, should the Members have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Members or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Members decide to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Members upon payment of the judgment in accordance with the appropriate Court.

## **ARTICLE VIII**

### **Dissolution**

8.1 **DISSOLUTION.** The Members may dissolve the LLC at any time. The Members may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Members or the Members' interests. The dissolution may only be ordered by the Members, not by the owner of the Members' interests.

### CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Members' express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of \_\_\_\_ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of WYXON'S, LLC, adopted by the member as of AUGUST 13, 2018.

#### Members:

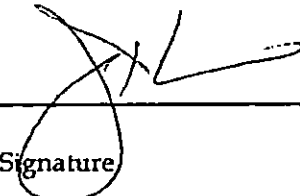
  
\_\_\_\_\_  
Signature  
Percent: 100%

EXHIBIT 1

LISTING OF MEMBERS

As of the 13 day of August, 2018 the following is a list of Members of the Company:

Name: John Thompson

Percent: 100 %

Address: 916 Charleston Street, Mobile, Alabama 36604

Name:

Percent: %

Address:

**EXHIBIT 2**

**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Member's initial contribution to the Company capital is stated to be \$\_\_\_\_\_. The description and each individual portion of this initial contribution are as follows:

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member



TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

Restaurant

(Type of alcoholic beverage license)

To be used in a/an RESTAURANT

(Type of business)

NIXONS, LLC

(Name of applicant whether individual, corporation, etc.)

1801 OLD SHELL ROAD, MOBILE AL 36607

(Location address for application)

Mobile

AL

City

State

Zip

2250 SQUARE FEET

(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

\*\*\*\*\*

URBAN DEVELOPMENT DEPARTMENT

Zoning B-2

Parking Provided 5\*

Parking Required 23

Compliance: ☒ Yes ☐ No

W. Anderson

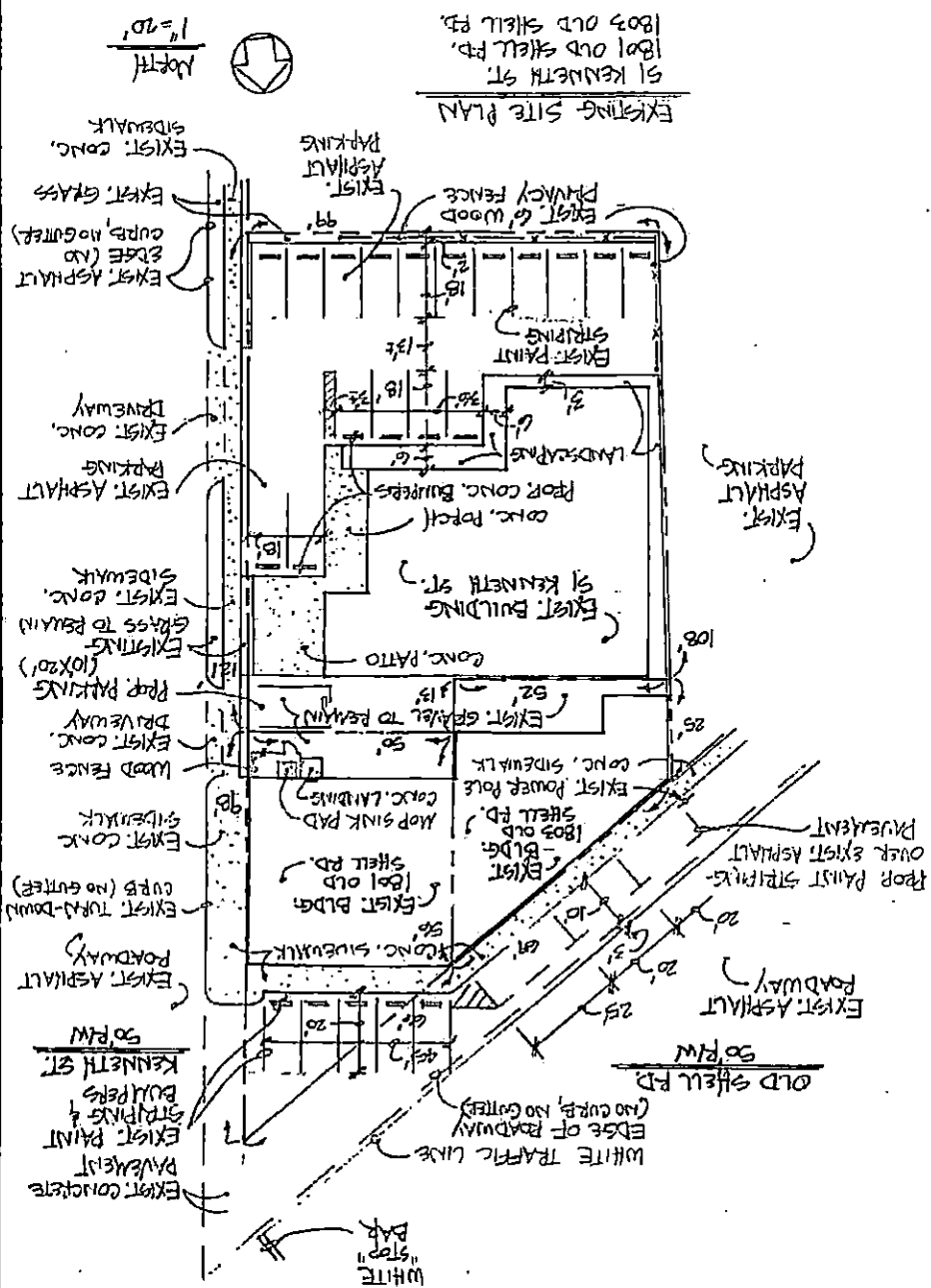
10-17-2018

(Signed by Urban Development Dept)

Date

\* Parking is non-conforming, thus allowing shared parking (27± spaces) between multiple building sites.

## PARTING SUMMARY



BAR AT NIXON'S MUSTOPRE  
1801 OLD SHELTON ROAD, MOBILE, AL  
0400 ARCHITECTURE, FAIRHORE, AL

Date: Aug. 2012

ADY

209

1 **Check**

Page 2 of 10



REV. # 1 8/9/13

|    |           |
|----|-----------|
| BY | REVISIONS |
|----|-----------|

**LEASE-PROPERTY OWNERSHIP AGREEMENT**

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE. State of Alabama.

**DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)**

SEE ATTACHED

The above described property is ( ) owned, ( ☒ ) leased, ( ) sub-leased, or otherwise surrendered to NIXONS LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 16<sup>th</sup> day of OCTOBER, 2018.

[Signature]  
Notary Public

8/25/21  
My Commission Expires

BM2, LLC  
[Signature]  
Property Owner  
By: Jean A. Lankford Date 10/16/2018  
its managing member  
[Signature]  
Licensee \_\_\_\_\_ Date \_\_\_\_\_

**LEGAL DESCRIPTION 1801 OLD SHELL RD**

**LOT 3 OLD SHELL & KENNETH CORNER S/D  
( CORRECTION PLAT ) MBK 112/44 #SEC 24  
T4S R1W #MP29 07 24 0 004**



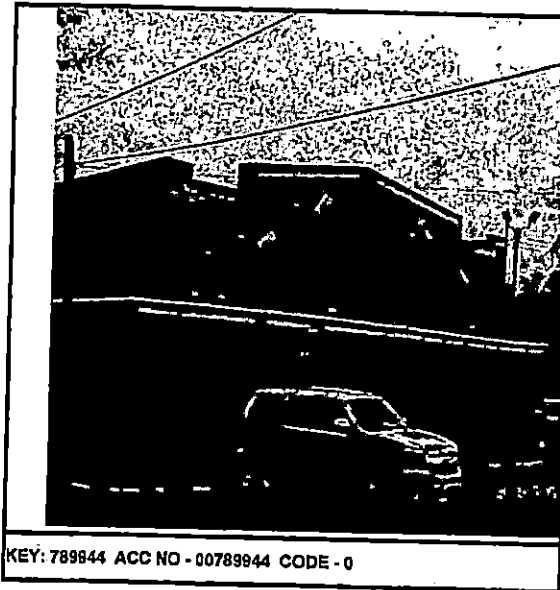
# REVENUE COMMISSIONER PROPERTY RECORD CARD - 2019

P. O. DRAWER 1169  
MOBILE AL 36633-1169  
Tel: 251-574-8545  
Printed On: 8/27/2018

Parcel 29 07 24 0 004 273.XXX  
Land Use 52 - COMMERCIAL  
Nbhh CM05  
Mun. 14 LF: 0% BF: 0%  
Assmt. 2  
Cycle/Dt. 0  
Zoning/C  
Terr 1  
Current Owners:  
**BMS LLC**

P O BOX 2613,  
MOBILE, AL 36522  
1736-796

Last Modified: 8/8/2018 6:41:43 PM



KEY: 789844 ACC NO - 00789944 CODE - 0

Land Value \$21,900.00  
CU Deactivated \$0.00  
Bldg 1 \$164,000.00  
MI1-1 \$800.00

Total Appr. Value \$186,700.00  
Total Living Area: 0 sqft.

Property Address:  
1801 OLD SHELL RD  
MOBILE AL 36607

Edit

| CODE                     | CLS | LAND USE      | ACTUAL FRONTAGE | EFFECTIVE FRONTAGE | EFFECTIVE DEPTH | UNIT PRICE | DEPTH FACTOR | ACTUAL INFLUENCE | MARKET VALUE | CU | CU  | VALUE | UNIT PRICE | VALUE |
|--------------------------|-----|---------------|-----------------|--------------------|-----------------|------------|--------------|------------------|--------------|----|-----|-------|------------|-------|
| SQFT MT/52 [COMMERCIAL]2 |     | 52 COMMERCIAL | 4380 SQ. FT     |                    | 5               |            |              | 100%             | \$21,900.00  | -0 | add |       |            |       |

TOTAL ACRES: 0.000

## Rollback/Homesite/Miscellaneous

### Legal Description

SUB DIVISON1:  
SUB DIVISON2:  
PRIMARY BLOCK:  
PRIMARY LOT:  
CONDO NAME:

MAP BOOK: PAGE:  
MAP BOOK: PAGE:

SECONDARY BLOCK:  
SECONDARY LOT:

CONDO BOOK: PAGE: Units:

**METES AND BOUNDS:** LOT 3 OLD SHELL & KENNETH CORNER S/D (CORRECTION PLAT) MBK 112/44 #SEC 24 T4S R1W #MP29 07 24 0 004.

|           |             | Sales Information   | New Sale        |
|-----------|-------------|---------------------|-----------------|
| 1/1/2038  | \$0         | BOOK:1736 PAGE:796  | Land & Building |
| 1/12/2005 | \$195,000 Q | BOOK:5828 PAGE:1352 | Land & Building |

1/24/2017 RONALD MASON  
1/7/2016 Mirian Davis

Notes  
OLD SHELL GROWLERS.  
2016 PERMIT #2016-00746 FOR INTERIOR RENOVATIONS / ALTERATIONS IS SCANNED INTO DOCUMENTS.

**AGREEMENT ALLOWING THE CITY OF MOBILE TO  
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

10/16/18  
Date

Bmsll  
  
Owner of Property (Signature)  
By: Jean A. Lankford  
City Manager

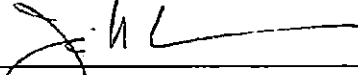
Print Name of Property Owner JEAN A. LANKFORD

P.O. Box 2613  
Address

Mobile AL 36652  
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

10/16/18  
Date

  
Applicant's Signature  
John Thompson  
Print Name of Applicant

261 Levert ST  
Address

MOBILE AL 36607  
City State Zip

List the names and addresses of owners of property lying within a distance of 500 feet of the subject property, as shown by the latest assessment records of the Map and Plat Room of the Mobile County Revenue Commissioner's office/Phone# 574-8534. (Marilyn E. Wood's office)

see attached



| ParcelNo               | OwnerName1                                  | OwnerName2                             | MailingA1                  | MailingA4               | City        | State | Zip        |
|------------------------|---------------------------------------------|----------------------------------------|----------------------------|-------------------------|-------------|-------|------------|
| 29 07 24 0 004 006.XXX | GULF HEALTH PROPERTIES INC                  |                                        | P O BOX 2226               |                         | MOBILE      | AL    | 36652      |
| 29 07 24 0 004 007.XXX | GULF HEALTH PROPERTIES INC                  |                                        | PO BOX 2226                |                         | MOBILE      | AL    | 36652      |
| 29 07 24 0 004 008.XXX | GULF HEALTH PROPERTIES INC                  |                                        | PO BOX 2226                |                         | MOBILE      | AL    | 36652      |
| 29 07 24 0 004 009.XXX | GULF HEALTH PROPERTIES INC                  |                                        | P O BOX 2226               |                         | MOBILE      | AL    | 36650      |
| 29 07 24 0 004 010.XXX | GULF HEALTH PROPERTIES INC                  |                                        | P O BOX 2226               |                         | MOBILE      | AL    | 36652      |
| 29 07 24 0 004 011.XXX | HAMLIN KENNETH P                            |                                        | % GEORGE P HAMLIN JR       | 1800 OLD SHELL ROAD     | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 012.XXX | DEW DROP INN INC THE                        |                                        | 1808 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 013.XXX | GULF HEALTH PROPERTIES INC                  |                                        | P O BOX 2226               |                         | MOBILE      | AL    | 36652      |
| 29 07 24 0 004 014.XXX | REGAN WILLIAM C JR 1/2 INT                  |                                        | AND WILLIAM C REGAN JR AS  | 2132 MARCHFIELD DR W    | MOBILE      | AL    | 36693      |
| 29 07 24 0 004 015.XXX | OSMON RANDALL R                             |                                        | 1820 CLEARMONT STR         |                         | MOBILE      | AL    | 36606      |
| 29 07 24 0 004 016.XXX | KEITH BRENT NELSON                          |                                        | 557 E RICHARDSON DR        |                         | MOBILE      | AL    | 36606      |
| 29 07 24 0 004 017.XXX | STATE OF ALABAMA                            |                                        |                            |                         | MONTGOMERY  | AL    | 36130      |
| 29 07 24 0 004 018.XXX | SUDHOLT LAURIE & AUBREY                     |                                        | PATRICK DUNGAN             | 116 SHELL RD PL         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 019.XXX | CALLAHAN BRITTANY                           |                                        | 120 SHELL ROAD PL          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 026.XXX | HALE KENNETH J                              |                                        | 117 SHELL RD PL            |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 027.XXX | SHAW GREGORY ARTHUR &                       |                                        | CHARLENE HARRINGTON SHAW   | P O BOX 40111           | MOBILE      | AL    | 36640      |
| 29 07 24 0 004 028.XXX | MCDONOUGH RONALD D &                        |                                        | 2008 HILLCREST RD          |                         | MOBILE      | AL    | 36695      |
| 29 07 24 0 004 029.XXX | HAND PAT & STEVE HAND                       |                                        | 64 KINGSWAY                |                         | MOBILE      | AL    | 36608      |
| 29 07 24 0 004 030.XXX | REILLY MARY ELLEN C                         |                                        | 2352 TAYLOR AVE            |                         | MOBILE      | AL    | 36606      |
| 29 07 24 0 004 031.XXX | CARPENTER LAWRENCE J JR &                   |                                        | PETRA GOTTSCHALK CARPENTER | 1212 MACARTHUR PLACE CT | MOBILE      | AL    | 36609      |
| 29 07 24 0 004 032.XXX | BRISTER JAMES E & ELLEN K BRISTER           | C/O BRISTER JAMES E & ELLEN K BRISTER  | 106 LANIER AVE             |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 033.XXX | COMPTON LAURA                               |                                        | 54 SILVERWOOD ST           |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 034.XXX | MURRAY THOMAS C JR                          |                                        | P O BOX 88                 |                         | MOBILE      | AL    | 36601-0088 |
| 29 07 24 0 004 035.XXX | SALTER ANGELA W                             |                                        | 58 SILVERWOOD ST           |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 036.XXX | LEMAN CHRISTIAN HENRY & SARAH NELL LEMAN    |                                        | 60 SILVERWOOD ST           |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 037.XXX | WELLS KRAMER OWEN                           |                                        | 1228 CONCORD AVE           |                         | BIRMINGHAM  | AL    | 35213      |
| 29 07 24 0 004 038.XXX | MCDONALD EARL M SR AS TRUSTEE OF THE        | EARL MILLARD MCDONALD & DOROTHY MOONEY | 64 SILVERWOOD STREET       |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 039.XXX | GIRARD STEPHANIE                            |                                        | 66 SILVERWOOD ST           |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 273.XXX | BMS LLC                                     |                                        | P O BOX 2613               |                         | MOBILE      | AL    | 36522      |
| 29 07 24 0 004 274.XXX | FRIEND MELANIE L                            | C/O BMS LLC                            | P O BOX 2613               |                         | MOBILE      | AL    | 36522      |
| 29 07 24 0 004 274.001 | JOHNSON JAMES E                             | C/O BMS LLC                            | P O BOX 2613               |                         | MOBILE      | AL    | 36522      |
| 29 07 24 0 004 275.000 | ALABAMA POWER CO % TREASURY/FINANCE         |                                        | PO BOX 2641                |                         | BIRMINGHAM  | AL    | 35291      |
| 29 07 24 0 004 276.000 | MOBILE GAS SERVICE CORP                     |                                        | 2828 DAUPHIN ST            |                         | MOBILE      | AL    | 36606      |
| 29 07 24 0 004 277.XXX | PHILLIPS GEORGE                             |                                        | P O BOX 8703               |                         | MOBILE      | AL    | 36689      |
| 29 07 24 0 004 278.XXX | KRAMER DAVID E & DONNA L                    |                                        | 2138 TORRI DRIVE           |                         | SEVIERVILLE | TN    | 37876      |
| 29 07 24 0 004 279.XXX | ZIMMERMAN STANLEY & SILVIA ZIMMERMAN        |                                        | 9 KENNETH ST               |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 285.XXX | DANIEL JOSEPH LANCE TRUST                   |                                        | 1819 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 286.XXX | GRALAPP WILLIAM A                           |                                        | 1815 OLD SHELL ROAD        |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 287.XXX | GRALAPP WILLIAM A & DIANNA                  |                                        | 1815 OLD SHELL ROAD        |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 288.XXX | NEELEY WILLIAM J & JOAN L                   |                                        | 1813 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 289.XXX | PIERCE JOSEPH B JR & CHERYL                 |                                        | 1811 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 290.XXX | MILLSAPS INVESTMENTS LLC                    |                                        | 5719 BLUE RIDGE DR N       |                         | MOBILE      | AL    | 36693      |
| 29 07 24 0 004 291.XXX | HAMLIN KENNETH POWELL                       |                                        | 1807 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 292.XXX | DEW DROP INN INC THE                        |                                        | 1808 OLD SHELL RD          |                         | MOBILE      | AL    | 36607      |
| 29 07 24 0 004 293.XXX | BAILEY ROLAND E & REBECCA B                 | GREEN                                  | P O BOX 530215             |                         | BIRMINGHAM  | AL    | 35253      |
| 29 07 24 0 004 294.XXX | JOLLIT MATTHEW C & KATHERINE E JOLLIT       |                                        | 1804 DAUPHIN STREET        |                         | MOBILE      | AL    | 36606      |
| 29 07 24 0 004 295.XXX | SIMS ROBERT W & ROSE SHERROD SIMS           | C/O BROADUS CLARA V                    | 10625 PINE RD              |                         | GRAND BAY   | AL    | 36544      |
| 29 07 24 0 004 296.XXX | LHR GROUP LLC                               |                                        | 253 S GEORGIA AVE          |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 026.XXX | SHELL POINTE LLC                            | C/O G8 INVESTMENTS LLC                 | 201 SMYTHE ST SUITE 11     |                         | GREENVILLE  | SC    | 29611      |
| 29 07 25 0 007 027.XXX | DONAGHEY JAMES B INC AN                     |                                        | ALABAMA CORPORATION        | 1770 OLD SHELL RD       | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 027.01X | DONAGHEY JAMES B INC                        |                                        | P O BOX 66647              |                         | MOBILE      | AL    | 36660      |
| 29 07 25 0 007 028.XXX | DONAGHEY JAMES B INC                        |                                        | P O BOX 66647              |                         | MOBILE      | AL    | 36660      |
| 29 07 25 0 007 029.XXX | DONAGHEY JAMES B INC                        |                                        | P O BOX 66647 ROAD         |                         | MOBILE      | AL    | 36660      |
| 29 07 25 0 007 035.XXX | GOLERO LLC                                  |                                        | PO BOX 6845                |                         | MOBILE      | AL    | 36660      |
| 29 07 25 0 007 043.XXX | LUDWIG DAVID K & ASHLEY LUDWIG              |                                        | 1756 NEW HAMILTON STR      |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 044.XXX | KENNEDY SAMUEL C & ELIZABETH T KENNEDY      |                                        | 1758 NEW HAMILTON ST       |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 045.XXX | STIEGLER LINDSEY MICHELLE                   |                                        | 1760 NEW HAMILTON ST       |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 046.XXX | HURST CLIFFORD W                            |                                        | 1800 NEW HAMILTON STREET   |                         | MOBILE      | AL    | 36604-1320 |
| 29 07 25 0 007 047.XXX | BARRETT MARY                                |                                        | 6115 CARLING WAY           |                         | SAN DIEGO   | CA    | 92115      |
| 29 07 25 0 007 048.XXX | BROWN ROBERT LLOYD & CHARLENE SANDERS BROWN |                                        | 1804 NEW HAMILTON ST       |                         | MOBILE      | AL    | 36604-1320 |
| 29 07 25 0 007 049.XXX | WILLIAMS GLORIA P                           |                                        | 1806 NEW HAMILTON ST       |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 050.XXX | PING INVESTMENTS LLC                        |                                        | P O BOX 8192               |                         | MOBILE      | AL    | 36689      |
| 29 07 25 0 007 051.XXX | KING-ROBERTS LLC                            |                                        | 208 S GEORGIA AVE          |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 052.XXX | SMITH ROBERT F & JAN                        |                                        | FROMMEYER SMITH            | 1771 OLD SHELL RD       | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 053.XXX | MUDGE GREGORY S & TERRI L                   |                                        | 157 S MONTEREY ST          |                         | MOBILE      | AL    | 36604      |
| 29 07 25 0 007 054.XXX | BETHEA DEBORAH B                            |                                        | 1767 OLD SHELL RD          |                         | MOBILE      | AL    | 36604-1335 |

| Parcel No              | Owner Name                                   | Owner Name                          | Mailing Address       | Mailing Address | City          | State | Zip   |
|------------------------|----------------------------------------------|-------------------------------------|-----------------------|-----------------|---------------|-------|-------|
| 29 07 25 0 007 055.XXX | HOLLIS MARY                                  |                                     | 1765 OLD SHELL RD     |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 056.XXX | LEPIK FRANK A & MARY W                       |                                     | 802 VISTA VIEW DR     |                 | MOBILE        | AL    | 36608 |
| 29 07 25 0 007 057.XXX | MENARD PHILIP R & SARA ASHLEY SHIELDS-MENARD |                                     | 1761 OLD SHELL RD     |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 219.XXX | BIERMAN TODD VERNON                          |                                     | 10 GLADYS AVE         |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 220.XXX | PREVITO GINA J                               |                                     | 12 GLADYS AVE         |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 221.XXX | REILLY WARREN RUSSELL &                      |                                     | KATHLEEN DOLAN REILLY | 110 BEVERLY CT  | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 222.XXX | DOLAN DANIEL P & LINDA T                     |                                     | 18 GLADYS AVE         |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 223.XXX | MOORE STEPHEN C                              |                                     | 8 N DEARBORN ST       |                 | MOBILE        | AL    | 36602 |
| 29 07 25 0 007 224.XXX | ALFORD ANDREA RENEE                          |                                     | 19 GLADYS AVE         |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 225.001 | SADLER BRADLEY J & LAURA                     |                                     | 15 GLADYS AVE         |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 228.XXX | LINN JAURA J                                 |                                     | 1705 CARPENTER CIRCLE |                 | OCEAN SPRINGS | MS    | 39564 |
| 29 07 25 0 007 230.XXX | SHERMAN MICHAEL D & KATHY P                  |                                     | 1762 DAUPHIN ST       |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 231.XXX | PEAVY MICHAEL K & ALLISON C                  |                                     | 1766 DAUPHIN ST       |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 232.XXX | BROOKS DON W                                 |                                     | 1768 DAUPHIN ST       |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 233.XXX | RATTNER HANAN MICHAEL                        |                                     | 1770 DAUPHIN ST       |                 | MOBILE        | AL    | 36604 |
| 29 07 25 0 007 234.XXX | INFIRMARY HEALTH SYSTEM                      |                                     | INC                   | P O BOX 2226    | MOBILE        | AL    | 36652 |
| 29 07 25 0 007 235.XXX | IRON POINT LLC                               |                                     | 22 RICKARBY PL        |                 | MOBILE        | AL    | 36606 |
| 29 07 25 0 007 236.XXX | PECORARO NOFIO J & MARIO                     | C/O CAMP RICHARD B & KATHRYN D CAMP | 231 EUCLID AVE        |                 | CARBONDALE    | CO    | 81623 |
| 29 07 25 0 007 237.XXX | PECORARO NOFIO J & MARIO                     | C/O CAMP RICHARD B & KATHRYN D CAMP | 231 EUCLID AVE        |                 | CARBONDALE    | CO    | 81623 |
| 29 07 25 0 007 238.XXX | TAYLOR LINDSEY L                             |                                     | 14 KENNETH ST         |                 | MOBILE        | AL    | 36607 |
| 29 07 25 0 007 239.XXX | VAN HOOF GAYNELL                             |                                     | 8270 TADDISH DR N     |                 | MOBILE        | AL    | 36695 |
| 29 07 25 0 007 240.XXX | BROOME PAUL ALAN                             |                                     | 18 KENNETH ST         |                 | MOBILE        | AL    | 36607 |
| 29 07 25 0 007 241.XXX | TYNES GABRIEL W                              |                                     | 20 KENNETH ST         |                 | MOBILE        | AL    | 36607 |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description   | Type       | Upload Date |
|---------------|------------|-------------|
| summary sheet | Cover Memo | 11/8/2018   |
| 1586          | Cover Memo | 11/8/2018   |

### **REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| City Clerk    Henley, Jennifer | Approved | 11/8/2018 - 1:00 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:** 11/13/2018

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember - District 1 - Fred Richardson (cases 6)  
 Councilmember - District 2 - Levon Manzie (cases 4)  
 Councilmember - District 3 - C. J. Small (cases 7)  
 Councilmember - District 4 - John Williams (cases 3)  
 Councilmember - District 5 - Joel Daves (cases 2)  
 Councilmember - District 6 - Bess Rich (case 1)

**Purpose and Scope of Project:**

Declare weeds noxious Group #1586.

**Effective Date of Contract:**

11/13/2018

**Funding Source**

**Project #** Weed Lien Group 1586

**Project String**

**Budget Amendment**      REDUCE    INCREASE

**Grant Funds**

**Discretionary Funds**

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

Description

[Weed Lien Group #1586](#)

Type

[Backup Material](#)

Upload Date

11/7/2018

**REVIEWERS:**

Department Reviewer

Action

Date

No Reviewers Available



**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 8, 2018**

SUBJECT: WEED LIEN GROUP **1586**

Attached, please find Assessment Lists for Weed Lien Group Number **1586** 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): 11/13/2018

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 12/18/2018

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): 11/15/2018

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/29/2018

LEGAL NOTICE ADS: 12/5/2018-12/12/2018

POSTING DATE: 12/11/2018

Copy to: Felicia Glover

|                                 |                         | WEED LIEN                    |        |                 |     |          |  |
|---------------------------------|-------------------------|------------------------------|--------|-----------------|-----|----------|--|
|                                 |                         | GROUP 1586                   |        |                 |     | Res. No. |  |
| 11/13/2018                      |                         | LOTS TO BE DECLARED          |        |                 |     | 58-      |  |
| 12/18/2018                      |                         | LOTS FOR PUBLIC HEARING      |        |                 |     | 58-      |  |
| //2018                          |                         | LOTS TO BE ASSESSED FOR COST |        |                 |     | 58-      |  |
| No.                             | Address                 | SRO No.                      | CASE # | Amount Assessed | Dis | N/A      |  |
| 1                               | 3061 Pleasant Valley Rd | 889416                       | 442    |                 | 4   |          |  |
| 2                               | 1511 Lois Dr            | 882986                       | 445    |                 | 3   |          |  |
| 3                               | 1365 Glenn St           | 890984                       | 447    |                 | 3   |          |  |
| 4                               | 950 Montlimar Dr        | 884052                       | 451    |                 | 5   |          |  |
| 5                               | 3914 Vallas Dr          | 887216                       | 452    |                 | 3   |          |  |
| 6                               | 4040 Cottage Hill Rd    | 890589                       | 453    |                 | 5   |          |  |
| 7                               | 566 Bates Ln            | 879116                       | 454    |                 | 1   |          |  |
| 8                               | 2106 Gibson St          | 889711                       | 455    |                 | 1   |          |  |
| 9                               | 1721 Butler St          | 881214                       | 476    |                 | 1   |          |  |
| 10                              | 2051 Butler St          | 883770                       | 496    |                 | 1   |          |  |
| 11                              | 2651 Hayles St          | 886392                       | 497    |                 | 1   |          |  |
| 12                              | 2050 Andrews St         | 890964                       | 498    |                 | 1   |          |  |
| 13                              | 1612 Wormeley Dr        | 885816                       | 529    |                 | 3   |          |  |
| 14                              | 1403 McArthur St        | 892131                       | 530    |                 | 3   |          |  |
| 15                              | 5001 Cottage Hill Rd    | 883175                       | 532    |                 | 4   |          |  |
| 16                              | 1306 Persimmon St       | 892632                       | 534    |                 | 2   |          |  |
| 17                              | 1563 Orange St          | 890510                       | 536    |                 | 2   |          |  |
| 18                              | 1311 Congress St        | 891791                       | 538    |                 | 2   |          |  |
| 19                              | 683 Belsaw Ave          | 888026                       | 540    |                 | 2   |          |  |
| 20                              | 6521 Gaslight Ln S      | 891592                       | 544    |                 | 6   |          |  |
| 21                              | 1230 Shore Acres Dr     | 894164                       | 546    |                 | 3   |          |  |
| 22                              | 1829 Gill Rd            | 890533                       | 547    |                 | 3   |          |  |
| 23                              | 5014 Perin Rd           | 890985                       | 549    |                 | 4   |          |  |
|                                 |                         | Total                        |        | \$ -            |     |          |  |
| District total for this group   |                         | Numbers of lots cut          |        |                 |     |          |  |
| 1                               | 6                       |                              | 1      |                 |     |          |  |
| 2                               | 4                       |                              | 2      |                 |     |          |  |
| 3                               | 7                       |                              | 3      |                 |     |          |  |
| 4                               | 3                       |                              | 4      |                 |     |          |  |
| 5                               | 2                       |                              | 5      |                 |     |          |  |
| 6                               | 1                       |                              | 6      |                 |     |          |  |
| 7                               | 0                       |                              | 7      |                 |     |          |  |
|                                 | 23                      |                              |        | 0               |     |          |  |
| *ADD Added in from other Groups |                         |                              |        |                 |     |          |  |
| *CBO Cut By Owner               |                         |                              |        |                 |     |          |  |
| *N/A Taken out by Inspector     |                         |                              |        |                 |     |          |  |

 11/6/18  
 11/7/18



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

1583

Cover Memo

11/8/2018

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk    Henley, Jennifer

Approved

11/8/2018 - 1:26  
PM

58-  
DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS  
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 24 described in the resolution adopted on the 9th 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 24, as described in the resolution adopted on the 9th 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. 1583**, 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.

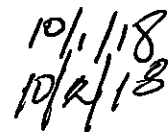
Adopted:

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City Clerk



|                                        |                                   |                                     |                 |                 |            |
|----------------------------------------|-----------------------------------|-------------------------------------|-----------------|-----------------|------------|
|                                        |                                   | <b>WEED LIEN</b>                    |                 |                 |            |
|                                        |                                   | <b>GROUP 1583</b>                   |                 | <b>Res. No.</b> |            |
| <b>10/9/2018</b>                       |                                   | <b>LOTS TO BE DECLARED</b>          |                 | <b>58-</b>      |            |
| <b>11/13/2018</b>                      |                                   | <b>LOTS FOR PUBLIC HEARING</b>      |                 | <b>58-</b>      |            |
| <b>//2018</b>                          |                                   | <b>LOTS TO BE ASSESSED FOR COST</b> |                 | <b>58-</b>      |            |
|                                        |                                   |                                     | <b>Amount</b>   | <b>Dis</b>      | <b>N/A</b> |
| <b>No.</b>                             | <b>Address</b>                    | <b>SRO No.</b>                      | <b>Assessed</b> |                 | <b>CBO</b> |
| 1                                      | 1754 Belfast St                   | 889456                              |                 | 2               |            |
| 2                                      | 756 Montgomery St                 | 889457                              |                 | 2               |            |
| 3                                      | 1212 Barker Dr                    | 889458                              |                 | 7               |            |
| 4                                      | 7011 Felhorn Rd N                 | 889459                              |                 | 7               |            |
| 5                                      | 310 Dunbar St                     | 889461                              |                 | 2               |            |
| 6                                      | 12 Washington PL                  | 889462                              |                 | 2               |            |
| 7                                      | 553 English St                    | 889463                              |                 | 2               |            |
| 8                                      | 106 Herndon Ave                   | 889465                              |                 | 2               |            |
| 9                                      | 1608 Wexford St                   | 889466                              |                 | 2               |            |
| 10                                     | 287 Holly Dr                      | 889468                              |                 | 2               |            |
| 11                                     | 1203 Old Shell Rd                 | 889470                              |                 | 2               |            |
| 12                                     | 1554 Duval St                     | 889471                              |                 | 2               |            |
| 13                                     | 1211 Ghent St                     | 889473                              |                 | 2               |            |
| 14                                     | 450 Booker St                     | 889474                              |                 | 2               |            |
| 15                                     | 2100 Dauphin Island Pkwy          | 889475                              |                 | 3               |            |
| 16                                     | 2915 aka 2911 Dauphin Island Pkwy | 889477                              |                 | 3               |            |
| 17                                     | 1580 Johnston St                  | 889479                              |                 | 3               |            |
| 18                                     | 2356 N Octavia Dr                 | 889482                              |                 | 3               |            |
| 19                                     | 1405 Chinquapin St                | 890412                              |                 | 2               |            |
| 20                                     | 1407 Chinquapin St                | 890414                              |                 | 2               |            |
| 21                                     | 401 aka 405 Calhoun St            | 890415                              |                 | 2               |            |
| 22                                     | 905 Jakes Ln                      | 890416                              |                 | 2               |            |
| 23                                     | 2108 Panorama Blvd                | 894646                              |                 | 4               |            |
| 24                                     | 2410 Denmark St                   | 894943                              |                 | 1               |            |
|                                        |                                   | <b>Total</b>                        | <b>\$</b>       |                 |            |
| <b>District total for this group</b>   |                                   | <b>Numbers of lots cut</b>          |                 |                 |            |
| 1                                      | 1                                 |                                     |                 |                 |            |
| 2                                      | 16                                |                                     |                 |                 |            |
| 3                                      | 4                                 |                                     |                 |                 |            |
| 4                                      | 1                                 |                                     |                 |                 |            |
| 5                                      | 0                                 |                                     |                 |                 |            |
| 6                                      | 0                                 |                                     |                 |                 |            |
| 7                                      | 2                                 |                                     |                 |                 |            |
|                                        | <b>24</b>                         |                                     | <b>0</b>        |                 |            |
| <b>*ADD Added in from other Groups</b> |                                   |                                     |                 |                 |            |
| <b>*CBO Cut By Owner</b>               |                                   |                                     |                 |                 |            |
| <b>*N/A Taken out by Inspector</b>     |                                   |                                     |                 |                 |            |

 10/1/18  
 10/2/18



**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **October 2, 2018**

SUBJECT: **WEED LIEN GROUP 1583**

Attached, please find Assessment Lists for Weed Lien Group Number **1583** to Acts of Alabama Number 329, and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/9/2018

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/13/2018

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): 10/11/2018

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 10/25/2018

LEGAL NOTICE ADS: 10/31/2018-11/7/2018

POSTING DATE: 11/6/2018

Copy to: Felicia Glover  
David Daughenbaugh

  
10/11/18

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.

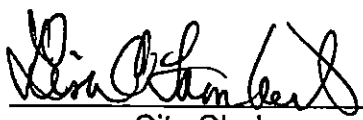
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds 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 #1583** 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 **13<sup>th</sup> 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 - 09 - 18

  
\_\_\_\_\_  
City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**11/13/2018

**Submitted by:**

Kimberly E. Harden, Director, Architectural Engineering Department

**Sponsored by:**

Mayor William S. Stimpson and Councilmember Levon C. Manzie

**Purpose and Scope of Project:**

Provide Fencing and sidewalk at the Rickarby Park basketball court, PR-001-19.

**Amount of Contract:**

45,900.00

**Funding Source**

**Project #** Rickarby Park Basketball Court Fencing  
and Sidewalk, PR-001-19

**Discretionary Funds**

**Project String** 20002000-48010

**Contract Number:**1898

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                                                         | Type       | Upload Date |
|---------------------------------------------------------------------|------------|-------------|
| PR-001-19-Rickarby Park<br>Basketball Court Fencing<br>and Sidewalk | Cover Memo | 11/6/2018   |

**REVIEWERS:**

| Department                   | Reviewer          | Action   | Date                    |
|------------------------------|-------------------|----------|-------------------------|
| Architectural<br>Engineering | Harden, Kim       | Approved | 11/6/2018 - 1:01<br>PM  |
| Finance                      | McMillan, Marilyn | Approved | 11/6/2018 - 5:58<br>PM  |
| Legal                        | Coumanis, Keri    | Approved | 11/8/2018 -<br>10:22 AM |
| Mayors<br>Office             | Wesch, Paul       | Approved | 11/8/2018 -<br>12:56 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: Aeiker Construction Corporation

Project Name: Rickarby Park – Basketball Court Fencing and Sidewalk

Project Number: PR-001-19

Amount: \$45,900.00 (2019 CIP #2009)

Adopted:

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City Clerk

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Rickarby Park – Basketball Court Fencing and Sidewalk

ARCHITECTURAL ENGINEERING PROJECT#PR-001-19

PROJECT #C0069 (2019 CIP #2009) DATE OF RECEIPT \_\_\_\_\_

PROJECT DESCRIPTION For a basketball court fencing and sidewalk

CONTRACT AMOUNT \$45,900.00

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 1<sup>st</sup> 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

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
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 Contractor:** Aeiker Construction Corporation  
354 Gulfwood Drive  
Mobile, Alabama 36608

City Business License No.: 093998

**For the following Project:** Rickarby Park – Basketball Court Fencing and Sidewalk  
550 Rickarby Street  
Mobile, Alabama 36606

**Project Number:** PR-001-19

The Owner and Contractor agree as set forth below:

**1.0 CONTRACTOR'S SERVICES**

**1.1** The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty Five Thousand Nine Hundred Dollars and no cents (\$45,900.00), which includes a Contingency Allowance of One Thousand Dollars and no cents (\$1,000.00).

**1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

**1.3 ALLOWANCE**

**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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

## **2.0 OWNER'S REPRESENTATIVE**

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

## **3.0 GENERAL REQUIREMENTS**

- 3.1 The Contractor shall deliver the Work complete within Forty-Five (45) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

## **3.5 LIQUIDATED DAMAGES**

A time charge equal to Two Hundred Fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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.

## **3.6. INSURANCE**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional***



**insured**, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

|                           |                           |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease  | \$1,000,000 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.

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

**Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

**Primary Insurance** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

**Notice of Cancellation** - Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance** - General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above.

Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

**If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles**, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

**3.7** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

**3.8** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

**3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

**3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period.

**3.13 NONDISCRIMINATION**

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

B. Contractor shall abide by provisions of Mobile Ordinance #02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

**3.14 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

**3.15 TERMINATION of CONTRACT:** The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Director, Architectural Engineering Department, P.O. Box 1827, 205 Government Street, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.

**3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:**

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.
6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.

**3.17 PROOF OF ADVERTISEMENT of COMPLETION**

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for Rickarby Park – Basketball Court Fencing and Sidewalk (PR-001-19), 550 Rickarby Street, Mobile, Alabama 36606. All persons having any claim 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.

### **3.18 CONTRACTOR WARRANTY and CERTIFICATION**

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one year Labor and Materials Warranty on company letterhead at completion of the Contract.

### **4.0 CONTRACT DOCUMENTS**

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated October 5, 2018, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated October 11, 2018;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements;
5. This Instrument (Agreement).

### **5.0 DISPUTE RESOLUTION**

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

### **6.0 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 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.

**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 full authority and the Contractor 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

**CONTRACTOR: AEIKER CONSTRUCTION CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jonathan Aeiker, President  
Printed Name and Title

(Corporate Seal if applicable)

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Kimberly Harden, Director  
Architectural Engineering Department

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT A  
SUMMARY OF THE WORK  
RICKARBY PARK  
BASKETBALL COURT FENCING AND SIDEWALK  
550 RICKARBY STREET  
MOBILE, ALABAMA 36606  
PR-001-19

Involves furnishing of all labor, materials and equipment necessary to provide approximately 2,204 square feet of fiber reinforced mesh concrete sidewalk and approximately 350 linear feet of black vinyl chain link fence around an existing concrete basketball court. The Project shall be constructed in strict accordance with all governing Codes, Ordinances and Regulations. Project shall also include the demolition of the approximately 230 linear feet of 4' tall existing chain link fence around the wading pool and installing approximately 200 linear feet, 4' tall, new black vinyl chain link fence with 2 entry gates.

Contractor shall coordinate all work sequences with the Project Manager.

END OF THE 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 Forty Five Thousand Nine Hundred Dollars and no cents (\$45,900.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has entered into a certain Contract with said Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete the Rickarby Park – Basketball Court Fencing and Sidewalk (PR-001-19), 550 Rickarby Street, Mobile, Alabama 36606, 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)

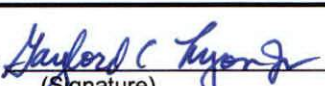
Name and Title: Jonathan Aeiker, President

**SURETY**

Company: Fidelity & Deposit Company of Maryland  
(Corporate Seal)

By:   
(Signature)

Name and Title: Gaylord C. Lyon, Jr. Attorney-in-Fact

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

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



## 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 19 day of October, 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

**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 D. 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



**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 Forty Five Thousand Nine Hundred Dollars and no cents (\$45,900.00) 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 Rickarby Park – Basketball Court Fencing and Sidewalk (PR-001-19), 550 Rickarby Street, Mobile, Alabama 36606, 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 Construcion Corporation  
(Corporate Seal)

By:   
(Signature)

Name and Title: Jonathan Aeiker, President

**SURETY**

Company: Fidelity & Deposit Company of Maryland  
(Corporate Seal)

By:   
(Signature)

Name and Title: Gaylord C. Lyon, Jr. Attorney-in-Fact

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

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

## 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 19 day of October, 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

**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 D. 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



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2018

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).

|                                                                                                                                         |  |                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Lyon Fry Cadden Ins Agency Inc</b><br><b>P. O. Box 160927</b><br><b>(251) 473-4600</b><br><b>Mobile, AL 36616</b> |  | <b>CONTACT NAME: Brandy Walley</b><br><b>PHONE (A/C, No, Ext): 251 473-4600</b><br><b>E-MAIL ADDRESS: bwalley@lyonfrycadden.com</b><br><b>FAX (A/C, No): 251-450-0032</b> |  |
| <b>INSURED</b><br><b>Aeiker Construction Corp.</b><br><b>354 Gulfwood Drive</b><br><b>Mobile, AL 36608</b>                              |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                      |  |
|                                                                                                                                         |  | <b>INSURER A : Middlesex Insurance Company</b>                                                                                                                            |  |
|                                                                                                                                         |  | <b>INSURER B : AL Home Builders SIF</b>                                                                                                                                   |  |
|                                                                                                                                         |  | <b>INSURER C : New York Marine &amp; General Ins</b>                                                                                                                      |  |
|                                                                                                                                         |  | <b>INSURER D :</b>                                                                                                                                                        |  |
|                                                                                                                                         |  | <b>INSURER E :</b>                                                                                                                                                        |  |
|                                                                                                                                         |  | <b>INSURER F :</b>                                                                                                                                                        |  |
|                                                                                                                                         |  | <b>NAIC #</b>                                                                                                                                                             |  |
|                                                                                                                                         |  | <b>23434</b>                                                                                                                                                              |  |
|                                                                                                                                         |  | <b>16608</b>                                                                                                                                                              |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                     | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Contractual Liab</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | A0095796       | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                    |           |          | A0095796       | 01/01/2018              | 01/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                          |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> RETENTION \$10000                                                                                                                                                                                                                             | X         | X        | A0095796       | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                         |           | X        | 00120183087500 | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER                                                                                                                                                      |
| C        |                                                                                                                                                                                                                                                                                                                                                                                       |           | N/A      | WC2018EPP00309 | 01/01/2018              | 01/01/2019              | E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                                                                                                     |

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: Rickarby Park- Basketball Court Fencing and Sidewalk - Mobile, AL. Project No. PR-001-19

General Liability and Umbrella policies include City of Mobile (Owner) as Additional Insured as required by (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Mobile  
 P.O. Box 1827  
 Mobile, AL 36633

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

*Gaylord C. Lyon, Jr.*

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## DESCRIPTIONS (Continued from Page 1)

written contract. Waiver of Subrogation is granted in favor of City of Mobile as respects General Liability and Umbrella policies as per 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.





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.

|                                                       |                           |
|-------------------------------------------------------|---------------------------|
| <b>Employer Aeiker Construction Corporation</b>       |                           |
| <b>Jonathan Aeiker</b><br>Name (Please Type or Print) | Title                     |
| <b>Electronically Signed</b><br>Signature             | <b>11/14/2012</b><br>Date |

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

|                                           |                           |
|-------------------------------------------|---------------------------|
| Name (Please Type or Print)               | Title                     |
| <b>Electronically Signed</b><br>Signature | <b>11/14/2012</b><br>Date |

**Information Required for the E-Verify Program**

**Information relating to your Company:**

|                                 |                                        |
|---------------------------------|----------------------------------------|
| Company Name:                   | <b>Aeiker Construction Corporation</b> |
| Company Facility Address:       | <b>3109 Marcia Drive</b>               |
|                                 | <b>Mobile, AL 36605</b>                |
| Company Alternate Address:      |                                        |
|                                 |                                        |
| County or Parish:               | <b>MOBILE</b>                          |
| Employer Identification Number: | <b>454170601</b>                       |





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: |                                 |
| <ul style="list-style-type: none"><li>ALABAMA 1 site(s)</li></ul>                                              |                                 |

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:**11/13/2018

**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<br>Tennis Center Sloped<br>Retaining Wall Repairs | Cover Memo | 11/6/2018   |

**REVIEWERS:**

| Department                   | Reviewer          | Action   | Date                    |
|------------------------------|-------------------|----------|-------------------------|
| Architectural<br>Engineering | Harden, Kim       | Approved | 11/6/2018 - 1:00<br>PM  |
| Finance                      | McMillan, Marilyn | Approved | 11/6/2018 - 6:05<br>PM  |
| Legal                        | Coumanis, Keri    | Approved | 11/8/2018 -<br>10:36 AM |
| Mayors<br>Office             | Wesch, Paul       | Approved | 11/8/2018 -<br>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 1<sup>st</sup> 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.

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User Notes:

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## 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)

☒ 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.)

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

(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 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.

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(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.

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**§ 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<br>\$1,000,000 each occurrence |
| B. | Property damage                    | \$1,000,000 each occurrence; or,                       |
| C. | Bodily Injury &<br>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 |
| <b>DIVISION 12</b> | <b>FURNISHINGS</b>                                         |           |
| Section 12930      | Site Furnishings                                           | 9/12/2018 |
| <b>DIVISION 32</b> | <b>SITE IMPROVEMENTS</b>                                   |           |
| 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 |
|----------|-------|------|-------|
|----------|-------|------|-------|

(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<br>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<br>AIA Document G703                                     |
|               | DBE Utilization Report                                                                                                 |
|               | Certificate of Substantial Completion-AIA Document G704                                                                |
|               | Contractor's Affidavit of Payment of Debts and Claims-<br>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<br>Form and City of Mobile Vendor Information Form |
| Section 00700 | General Conditions of the Contract for Construction-<br>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)

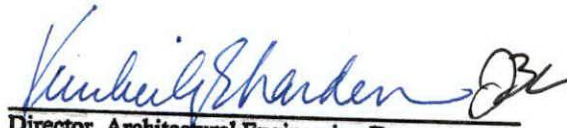
William S. Stimpson, Mayor  
(Printed name and title)

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.

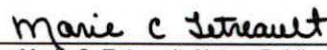
By:   
Robert L. Raney, Senior Vice President

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

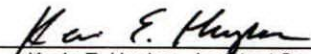
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Oblige, dated the 15<sup>th</sup> 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 15<sup>th</sup> 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.

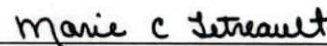
By:   
Robert L. Raney, Senior Vice President

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

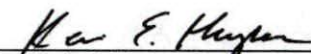
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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).

|                                                                                                             |  |                                                                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Lyon Fry Cadden Ins Agency Inc<br>P. O. Box 160927<br>(251) 473-4600<br>Mobile, AL 36616 |  | <b>CONTACT NAME:</b> Katie Gilmore<br><b>PHONE (A/C, No, Ext):</b> 251 473-4600 <b>FAX (A/C, No):</b> 251-450-0032<br><b>E-MAIL ADDRESS:</b> kgilmore@lyonfrycadden.com |  |
|                                                                                                             |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                    |  |
|                                                                                                             |  | <b>INSURER A:</b> Owners Insurance Company                                                                                                                              |  |
|                                                                                                             |  | <b>INSURER B:</b> Auto-Owners Insurance Company                                                                                                                         |  |
|                                                                                                             |  | <b>INSURER C:</b> AlaCOMP                                                                                                                                               |  |
|                                                                                                             |  | <b>INSURER D:</b> ACE/Chubb                                                                                                                                             |  |
|                                                                                                             |  | <b>INSURER E:</b>                                                                                                                                                       |  |
|                                                                                                             |  | <b>INSURER F:</b>                                                                                                                                                       |  |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Contractual Liability</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | 38528967        | 08/21/2018              | 08/21/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                                                                                |                    | 38528967        | 08/21/2018              | 08/21/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                                             |                    | 4852896703      | 08/21/2018              | 08/21/2019              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                             | Y/N                | 001201520176000 | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                                                                                                                                           |
| D        |                                                                                                                                                                                                                                                                                                                                                                                           | N/A                | HDO G27866670   | 01/01/2018              | 01/01/2019              | E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                                                                                                       |

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)

|                                                                                  |                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Mobile<br>P. O. ox 1827<br>Mobile, AL 36633 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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:                   | <b>S. C. STAGNER CONTRACTING, INC.</b> |
| Company Facility Address:       | <b>12615 CELESTE ROAD</b>              |
|                                 | <b>CHUNCHULA, AL 36521</b>             |
| Company Alternate Address:      | <b>P O BOX 1014</b>                    |
|                                 | <b>SARALAND, AL 36571</b>              |
| County or Parish:               | <b>MOBILE</b>                          |
| Employer Identification Number: | <b>631272053</b>                       |

Company ID Number: 373399

|                                                                                                                       |          |
|-----------------------------------------------------------------------------------------------------------------------|----------|
| North American Industry Classification Systems Code:                                                                  | 238      |
| Administrator:                                                                                                        |          |
| Number of Employees:                                                                                                  | 10 to 19 |
| Number of Sites Verified for:                                                                                         | 1        |
| <b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b> |          |
| <ul style="list-style-type: none"><li>• ALABAMA 1 site(s)</li></ul>                                                   |          |

**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:**11/13/2018

**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 1<sup>st</sup> 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.

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## 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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## 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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*(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 ☒ 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 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 &<br>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.

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, 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



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 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).

|                                                                                                             |  |                                                                                                                                                                           |  |
|-------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Lyon Fry Cadden Ins Agency Inc<br>P. O. Box 160927<br>(251) 473-4600<br>Mobile, AL 36616 |  | <b>CONTACT NAME:</b> Brandy Walley<br><b>PHONE (A/C, No, Ext):</b> 251 473-4600<br><b>E-MAIL ADDRESS:</b> bwalley@lyonfrycadden.com<br><b>FAX (A/C, No):</b> 251-450-0032 |  |
| <b>INSURED</b><br>Aeiker Construction Corp.<br>354 Gulfwood Drive<br>Mobile, AL 36608                       |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                      |  |
|                                                                                                             |  | <b>INSURER A:</b> Middlesex Insurance Company                                                                                                                             |  |
|                                                                                                             |  | <b>INSURER B:</b> AL Home Builders SIF                                                                                                                                    |  |
|                                                                                                             |  | <b>INSURER C:</b> New York Marine & General Ins                                                                                                                           |  |
|                                                                                                             |  | <b>INSURER D:</b>                                                                                                                                                         |  |
|                                                                                                             |  | <b>INSURER E:</b>                                                                                                                                                         |  |
|                                                                                                             |  | <b>INSURER F:</b>                                                                                                                                                         |  |
|                                                                                                             |  | <b>NAIC #</b>                                                                                                                                                             |  |
|                                                                                                             |  | <b>23434</b>                                                                                                                                                              |  |
|                                                                                                             |  | <b>NA</b>                                                                                                                                                                 |  |
|                                                                                                             |  | <b>16608</b>                                                                                                                                                              |  |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Contractual Liab</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X                  | X             | A0095796                         | 01/01/2018              | 01/01/2019 | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                    |                    |               | A0095796                         | 01/01/2018              | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                          |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> RETENTION \$10000                                                                                                                                                                                                                             | X                  | X             | A0095796                         | 01/01/2018              | 01/01/2019 | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                     |                    | X             | 00120183087500<br>WC2018EPP00309 | 01/01/2018              | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>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)

|                                                                                  |                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Mobile<br>P.O. Box 1827<br>Mobile, AL 36633 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Gaylord C. Lyon, Jr.</i> |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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<br>LYON FRY CADDEN INSURANCE AGENCY, INC.<br>PO BOX 160927<br>MOBILE, AL 36616-1927 |  | PHONE<br>(A/C, No, Ext): +1 251 473 4600      |  | COMPANY<br>American Zurich Insurance Company                      |  |
| FAX<br>(A/C, No): +1 251 450 0032                                                          |  | E-MAIL<br>ADDRESS: chockman@lyonfrycadden.com |  |                                                                   |  |
| CODE: 02046936                                                                             |  | SUB CODE:                                     |  |                                                                   |  |
| AGENCY<br>CUSTOMER ID #:                                                                   |  |                                               |  |                                                                   |  |
| INSURED<br>Aeiker Construction Corp.<br>354 Gulfwood Drive<br>Mobile, AL 36608             |  | LOAN NUMBER                                   |  | POLICY NUMBER<br>BR12237139                                       |  |
|                                                                                            |  | EFFECTIVE DATE<br>12/01/2018                  |  | EXPIRATION DATE<br>06/01/2019                                     |  |
|                                                                                            |  |                                               |  | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED |  |
| THIS REPLACES PRIOR EVIDENCE DATED:                                                        |  |                                               |  |                                                                   |  |

### PROPERTY INFORMATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOCATION/DESCRIPTION<br>1711 Hillcrest Road<br>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           |                     |            |
| Renovations and Improvements          | \$894,835           | \$2,500    |
| 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<br>City of Mobile<br>PO Box 1827<br>Mobile, AL 36633 | MORTGAGEE                                                                                                         | <input checked="" type="checkbox"/> | ADDITIONAL INSURED |
|                                                                       | LOSS PAYEE                                                                                                        | <input type="checkbox"/>            |                    |
|                                                                       | LOAN #                                                                                                            |                                     |                    |
|                                                                       | AUTHORIZED REPRESENTATIVE<br> |                                     |                    |



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                               |
| <b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b> |                                 |
| <ul style="list-style-type: none"><li>• ALABAMA 1 site(s)</li></ul>                                                   |                                 |

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:**11/13/2018

**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):**

[illegible]

**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:**11/13/2018

**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:**11/13/2018

**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: