

MUNICIPAL BUILDING, MOBILE, ALABAMA, NOVEMBER 13, 2018

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday, November 13, 2018, at 9:00 a.m.

Present:

Chairman: Manzie

Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory

Absent: None

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m. on Tuesday, November 13, 2018.

The Presiding Officer adjourned the meeting.

Approved: November 20, 2018

COUNCIL VICE PRESIDENT

CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, NOVEMBER 13, 2018

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Mobile Government Plaza on Tuesday, November 13, 2018, at 10:30 a.m., in regular meeting.

The meeting was called to order by City Clerk Lisa Lambert.

Reverend Gregory West, Rehoboth Baptist Church, offered an invocation.

The Presiding Officer led the Pledge of Allegiance.

NOTE: Council Vice President Manzie requested everyone remain standing for a moment of silence to reflect on all affected by the wildfires in California.

Present on Roll Call:

Chairman: Manzie

Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory

Absent: None

STATEMENT OF RULES BY PRESIDING OFFICER:

The Presiding Officer stated that all cell phones must be turned off and that there will be no hats, hoods, sunglasses or large bags permitted in the meeting room.

1) Any person desiring to address the Council must register upon entering the meeting area. When addressing the Council, the speaker must state his/her name and address.

2) Each speaker is allowed five minutes to address the Council. A bell will sound to indicate the end of 4 minutes. One minute is allowed for summarizing. The second bell indicates the time has expired.

3) To maintain decorum, there will be no undue applause and/or public outcry allowed.

4) When addressing the Council, there is to be no personal address to any individual Councilmember. All statements are to be made to the Chair who will recognize any Councilmember who wishes to respond.

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5) Any person desiring to speak to the Council on a non-agenda item must contact the City Clerk's Office no later than 2:00 p.m. on the Thursday prior to the Council Meeting. The subject he/she wishes to address must be identified. Any person attending the meeting who has not given proper notice to the Clerk's Office and wishes to speak on a non-agenda item will not be allowed to address the Council.

6) Those persons desiring to speak on agenda items must indicate the resolution, ordinance, appeal, or public hearing item on arrival when signing in for the meeting.

APPROVAL OF MINUTES:

The minutes of the meeting of November 6, 2018 were approved as submitted.

COMMUNICATIONS FROM THE MAYOR:

Mayor Stimpson noted that the City hosted a celebration in honor of Veteran's Day.

Mayor Stimpson thanked everyone who attended the Mayor's Prayer Breakfast as well as all that continue to pray for Mobile.

Mayor Stimpson gave comments in opposition to the adoption of Resolution 21-792.

ADOPTION OF THE AGENDA:

Councilmember Small moved to adopt the agenda, which move was seconded by Councilmember Richardson, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted.

APPEALS:

The Council considered the 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).

Councilmember Richardson moved to hold the appeal over until the regular meeting of Tuesday, December 4, 2018, which motion was seconded by Councilmember Daves and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the appeal held over.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL:

AGENDA ITEMS:

None.

NON-AGENDA ITEMS:

1. Shawn Bivens, 1561 Van Dorn Street, voiced her concerns regarding an RV parked on a vacant lot on Van Dorn Street.

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2. Wesley Young, 3058 Jane Street, thanked the Council for providing a pay raise for Public Works employees in the 2019 budget. Mr. Young also clarified his position regarding the investigation into the Public Works department.

ORDINANCES HELD OVER:

REZONE PROPERTY AT 3703 OLD SHELL ROAD (SOUTHWEST CORNER OF OLD SHELL ROAD AND WACKER LANE) FROM R-1 TO LB-2 (DISTRICT 7). The following ordinance, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was called up by the Presiding Officer.

ORDINANCE: 64-029-2018

Sponsored by: Councilmember Gregory

AN ORDINANCE 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 facade 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.

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

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Lisa C. Lambert, City Clerk of Mobile, Alabama, hereby certify that Ordinance No. 64-029- Series 2018, was published in the Press-Register, a newspaper of general circulation in the City and County of Mobile, Alabama, on, November 16, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand on this 13th day of November, 2018.

City Clerk

The ordinance was read by the City Clerk; whereupon Councilmember Daves moved that the ordinance be adopted, which was seconded by Councilmember Gregory. Following comments from Councilmembers Gregory and Rich the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the ordinance adopted.

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). The following ordinance, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was called up by the Presiding Officer.

ORDINANCE: 64-030-2018

Sponsored by: Councilmember Richardson

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 fi-om 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

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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.

I, Lisa C. Lambert, City Clerk of Mobile, Alabama, hereby certify that Ordinance No. 64-029- Series 2018, was published in the Press-Register, a newspaper of general circulation in the City and County of Mobile, Alabama, on, November 16, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand on this 13th day of November, 2018.

City Clerk

The ordinance was read by the City Clerk; whereupon Councilmember Daves moved that the ordinance be adopted, which was seconded by Councilmember Gregory. Following comments from Councilmember Richardson the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the ordinance adopted.

AUTHORIZE ISSUANCE OF TAX-EXEMPT GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2018A. The following ordinance, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was called up by the Presiding Officer.

ORDINANCE: 84-031-2018

Sponsored by: Mayor Stimpson

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.

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“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.

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“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.

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“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

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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.

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(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.

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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

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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.

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(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

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(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.

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(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).

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(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.

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(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

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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.

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(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

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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

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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

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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.

The ordinance was read by the City Clerk; whereupon Councilmember Daves moved that the ordinance be held over for one (1) week until the regular meeting of Tuesday, November 20, 2018, which was seconded by Councilmember Rich and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the ordinance held over.

RESOLUTIONS HELD OVER:

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. The following resolution, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was call up by the Presiding Officer.

RESOLUTION: 21-790-2018

Sponsored by: Councilmember Manzie

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.

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The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH MARION STEINFELS TO PROVIDE CERTAIN COMMUNICATIONS SERVICES FOR THE MOBILE CITY COUNCIL. The following resolution, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was call up by the Presiding Officer.

RESOLUTION: 21-792-2018

Sponsored by: Councilmembers Manzie, Richardson, Small and Rich

A 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 §§-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

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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.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Small.

Councilmember Rich stated for the record:

"In listening to the City Council Attorney this is something that we can do and I hope that the Administration will work with this Council to achieve this legislative act. If there is going to be a challenge it would start with the Mayor's office and we would be forced to defend ourselves, but I am hoping that it does not come to this."

and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Rich and Gregory

Nays: Daves

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE THE MAYOR TO APPLY, ACCEPT AND RECEIVE FUNDING FROM THE DEPARTMENT OF HOMELAND SECURITY-FEMA FY 2018 ASSISTANCE TO FIREFIGHTERS GRANT, \$213,600.00 (\$21,360.00 LOCAL MATCH). The following resolution, which was introduced and read at the regular meeting of Tuesday, November 6, 2018 and held over for one (1) week until the regular meeting of November 13, 2018, was call up by the Presiding Officer.

RESOLUTION: 31-791-2018

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.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Rich and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider Consent Resolutions 37-793 – 58-795 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED:

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A RESTAURANT RETAIL LIQUOR LICENSE FOR NIXON'S, 1801 OLD SHELL ROAD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-793-2018

Sponsored by: Councilmember Richardson

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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

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE WEEDS NOXIOUS, GROUP #1586. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-794-2018

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 #1586 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 at the History Museum of Mobile, 111 South Royal Street, on the 18th day of December 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

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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.

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	
District total for this group		Total		\$ -		
		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						

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE REMOVAL OF WEEDS, GROUP #1583.

RESOLUTION: 58-795-2018

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

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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.

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WEED LIEN					
GROUP 1583					Res. No.
10/9/2018	LOTS TO BE DECLARED				58-
11/13/2018	LOTS FOR PUBLIC HEARING				58-
//2018	LOTS TO BE ASSESSED FOR COST				58-
No.	Address	SRO No.	Amount Assessed	Dis	N/A CBO
1	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	
District total for this group		Total	\$	-	
		Numbers of lots cut			
1	1				
2	16				
3	4				
4	1				
5	0				
6	0				
7	2				
	24			0	
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CIP RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider Consent Resolution 21-796 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The Presiding Officer declared unanimous consent granted for the item.

CIP RESOLUTIONS BEING INTRODUCED:

MINUTES OF NOVEMBER 13, 2018

AUTHORIZE CONTRACT WITH AEIKER CONSTRUCTION CORPORATION FOR RICKARBY PARK-BASKETBALL COURT FENCING AND SIDEWALK, \$45,900.00 (PR-001-19; 2019 CIP #2009). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 21-796-2018

Sponsored by: Councilmember Manzie and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a 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 No.: PR-001-19

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

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams. Following comments from Councilmember Manzie the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

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). The following resolution was held over for one (1) week until the regular meeting of Tuesday, November 20, 2018.

RESOLUTION: 21-797-2018

Sponsored by: Councilmember Gregory and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a 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)

AUTHORIZE CONTRACT WITH AEIKER CONSTRUCTION CORPORATION FOR MEDAL OF HONOR PARK-SPLASH PAD AND RESTROOM IMPROVEMENTS,

MINUTES OF NOVEMBER 13, 2018

\$894,835.00. The following resolution was held over for one (1) week until the regular meeting of Tuesday, November 20, 2018.

RESOLUTION: 21-798-2018

Sponsored by: Councilmember Rich and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a 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)

RESOLUTIONS BEING INTRODUCED:

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). The following resolution was held over for one (1) week until the regular meeting of Tuesday, November 20, 2018.

RESOLUTION: 01-799-2018

Sponsored by: Councilmember Gregory and Mayor 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 agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement 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 Easement for Roadway Purposes

Estimated cost: \$547.00

AUTHORIZE AGREEMENT WITH ILLINOIS CENTRAL RAILROAD COMPANY FOR LOCAL AGENCY ROADWAY IMPROVEMENTS TO FACILITATE THE WIDENING OF ZEIGLER BOULEVARD. The following resolution was held over for one (1) week until the regular meeting of Tuesday, November 20, 2018.

RESOLUTION: 01-800-2018

Sponsored by: Councilmember Gregory and Mayor 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

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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

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). The following resolution was held over for one (1) week until the regular meeting of Tuesday, November 20, 2018.

RESOLUTION: 01-801-2018

Sponsored by: Councilmember Gregory and Mayor 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 agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement 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 Easement for Roadway Purposes

Estimated cost: \$22,240.00

ANNOUNCEMENTS:

Councilmember Gregory thanked the Mobile Terrace Community Development Corporation for honoring vets in the community.

Councilmember Rich noted that a Quilts of Valor presentation at the Connie Hudson Senior Center this Saturday at 9:00 a.m.

Councilmember Rich announced a community meeting will be held on November 29, 2018, at 6:30 p.m., at the Connie Hudson Senior Center. Also, the district six holiday breakfast will take place Friday, December 7, 2018, 8:30 a.m., at the Connie Hudson Senior Center.

Councilmember Daves advised the Finance Committee will meet at 2:00 p.m. today to discuss Ordinance 84-031.

Councilmember Richardson indicated that a district one community meeting will be held on Thursday, November 15, 2018, 6:00 p.m., at Ashland Place United Methodist Church.

NOTE: At approximately 12:34 p.m. Councilmember Gregory excused herself from the meeting.

Councilmember Small announced the Oakdale community will host a Thanksgiving luncheon on Thursday, November 15, 2018, 11:30 a.m., at the Taylor Park Recreation Center.

Councilmember Small stated the district three Christmas party will be held on Monday, December 10, 2018, 6:00 p.m., at Maryvale Elementary School.

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Councilmember Small invited the public to attend the 4th annual district three Christmas parade will on Saturday, December 15, 2018, at 2:00 p.m.

Councilmember Manzie announced a district two community meeting will be held at 6:00 p.m. tonight at St. Joseph Baptist Church.

Councilmember Manzie mentioned that a community Thanksgiving dinner will be held at St. Joseph Baptist Church on Wednesday, November 22, 2018.

Councilmember Daves moved to adjourn the meeting, which was seconded by Councilmember Williams, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves and Rich

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 12:40 p.m.

Approved: November 20, 2018

COUNCIL VICE PRESIDENT

CITY CLERK