AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 6, 2018, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Doctor Keith Moore, St. James Missionary Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   October 30, 2018
7. **COMMUNICATIONS FROM THE MAYOR**
8. **REPORTS OF COMMITTEES**
9. **NEW COMMITTEE ASSIGNMENTS**
10. **ADOPTION OF THE AGENDA**
11. **APPEALS**

    Request of Doris Bettis, Blood Covenant Evangelistic Church, for a waiver of the Noise Ordinance at 1119 Summerville Street on November 18, 2018, from 10:00 a.m. until 12:30 p.m. (District 1).

    Request of Shirley Edwards, Amazing Grace Evangelism Outreach, for a waiver of the Noise Ordinance at 1200 Alba Street on November 10, 2018, from 11:00 a.m. until 6:00 p.m. (District 3).
12. **PUBLIC HEARINGS**

    Public hearing to determine if the structure at 2701 Elsmore Street is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 2656 Pleasant Valley Road is a public nuisance and order it demolished (District 5).

Public hearing to determine if the structure at 151 Union Avenue is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 1413 Windsor Avenue is a public nuisance and order it demolished (District 3).

Public hearing to fix costs for demolition of structure at 1059 Bay Avenue, $3,200.00 (District 3).

Public hearing to fix costs for demolition of structure at 1700 Sligo Street, $2,800.00 (District 2).

Public hearing to fix costs for demolition of structure at 718 Johnston Avenue, $4,200.00 (District 2).

Public hearing to fix costs for demolition of structure at 1572 Robert E. Lee Street, $2,700.00 (District 3).

Public hearing to fix costs for demolition of structure at 704 South Carolina Street, $2,750.00 (District 3).

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

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

13. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Randy Parker

David J. Smith

14. CIP RESOLUTIONS HELD OVER

21-770 Authorize contract with Ozark Striping Co., Inc., for application of thermoplastic striping on various streets, $603,750.00 (2018-2060-09) (sponsored by Mayor Stimpson & City Council) (submitted by Jennifer White, Traffic Engineering).

15. RESOLUTIONS HELD OVER

09-771 Reallocate $6,801.50 from Miscellaneous Citywide Drainage - Alabama Municipal Trust Fund Construction to Alabama Municipal Trust Fund McNally

Park Dredging, District 3 (2018-3005-23) (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

13-772 Authorize change order #1 to the contract with C & C Marine, LLC, for McNally Park Maintenance Dredging, $21,951.50 (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

21-773 Authorize contract with A-1 Fire Protection, Inc., for Fire Sprinkler Repairs - Various Buildings, $26,727.00 (Sponsored by Mayor Stimpson and City Council) (submitted by Brad Christensen, Real Estate Asset Management).

21-774 Authorize contract with Barter & Associates, Inc., for Parking Deck Repairs-Phase 2, Mobile Alabama Cruise Terminal, $8,500.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

60-775 Authorize an investigation into the working conditions in the Public Works Department and appoint a special counsel to assist in the investigation (sponsored by Councilmembers Richardson, Manzie, Small and Rich) (submitted by Wanda Cochran, Council Attorney).

16. ORDINANCES BEING INTRODUCED

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

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

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

17. CONSENT RESOLUTIONS BEING INTRODUCED

40-777 Declare the structure at 2701 Elsmore Street is a public nuisance and order it demolished (District 1).

40-778 Declare the structure at 2656 Pleasant Valley Road is a public nuisance and order it demolished (District 5).

40-779 Declare the structure at 151 Union Avenue is a public nuisance and order it demolished (District 1).

40-780 Declare the structure at 1413 Windsor Avenue is a public nuisance and order it demolished (District 3).

40-781 Fix costs for demolition of structure at 1059 Bay Avenue, $3,200.00 (District 3).

40-782 Fix costs for demolition of structure at 1700 Sligo Street, $2,800.00 (District 2).

40-783 Fix costs for demolition of structure at 718 Johnston Avenue, $4,200.00 (District 2).

40-784 Fix costs for demolition of structure at 1572 Robert E. Lee Street, $2,700.00 (District 3).

40-785 Fix costs for demolition of structure at 704 South Carolina Street, $2,750.00 (District 3).

58-786 Assess cost for removal of weeds, Weed Lien Group #1576.

60-787 Determine expenditure of discretionary funds for contribution to the Village of Spring Hill serves a public purpose and approve payment (sponsored by Councilmember Daves).

60-788 Determine expenditure of discretionary funds for contribution to the Mobile Area Disc Golf Association serves a public purpose and approve payment (sponsored by Councilmember Rich).

60-789 Determine expenditure of discretionary funds for contribution to the United Way of Southwest Alabama serves a public purpose and approve payment (sponsored by Councilmember Manzie).

18. RESOLUTIONS BEING INTRODUCED

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

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

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

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

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Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 2:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
doris bettis	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 2:47 PM

(1)

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Doris Bettis
PLEASE PRINT ALL INFORMATION

Organization (if applicable) Blood Covenant Evangelistic Church

Mailing Address of Applicant 1119 Summerville Street / Mobile, AL. 36617

Telephone No. 251-423-5084 E-mail address _____

Location or address of event where amplification will be used:

1119 Summerville Street @ the corner of Prichard Ave.

Date of Event: November 18th Starting Time: 10:00Am Ending Time 12:30 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Outdoor Church Service (Open-Air Service)

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: simona@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
WE, OCT 31, AM10:26 RCV

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
shirley edwards	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 2:46 PM

3

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Shirley Edwards
PLEASE PRINT ALL INFORMATION

Organization (if applicable) Amazing Grace Evangelism Outreach

Mailing Address of Applicant 1254 Baltimore St.

Telephone No. 251-432-8108 E-mail address _____

Location or address of event where amplification will be used:
1200 Alba St. Mobile, 36605

Date of Event: 11-10-18 Starting Time: 11 AM Ending Time 6 P.M.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Evangelism Outreach

Do you plan to serve alcohol at this event? _____ YES ~~NO~~

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: simona@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
MO. OCT 29, PM2:20 RCVD

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:25 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2656 pleasant valley	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:30 PM

40-2018

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **2656 PLEASANT VALLEY ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2656 PLEASANT VALLEY ROAD** as:

COMG AT PT 10 FT N & 200 FT E OF SW COR OF BLK 4 OF HOWELLS 2ND ADD MBK 3/67-70 RUN TH N & PAR WITH W/L OF BLK 4, 95 FT TH RUN E 57 FT TO PT ON W/L OF STRIP OF LAND DEEDED TO MOBILE COUNTY FOR DRAINAGE PURPOSES RUN TH S ALG SD LINE FT TO N/L OF 10 FT STRIP DEEDED TO MOBILE COUNTY TO WIDEN MERTZ RD TH RUN 57 FT W TO PL OF BEG #SEC 51 T4S R1W #MP29 09 51 0 002

Parcel Number: 29 09 51 0 002 089.XXX

Last Assessed to: IDEN JACQUELINE H.

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2656 PLEASANT VALLEY ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **IDEN EVA MARIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 002 089
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2018

Report Date - 7/24/2018 11:40:57 AM

Property Address

2656 PLEASANT VALLEY RD

Property Details			
Parcel Keyx	00885224	Local Historic Registry	
Status		National Historic Registry	
Blight Zone		Council District	5
Structure Type	RESIDENTIAL	Flood Zone 2018 / 2019	/

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	N	Foundation Compromised	N
Survey Date	2/23/2018 4:48:25 PM	Comments	Needs repairs soon

Property Score			
Score	23	Score Description	Stabilize

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 2656 Pleasant Valley Rd. **District No:** 5

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Jacqueline H. Iden
11920 Bay Road West
Foley, AL 36535-5041

September 13, 2018

RE: **2656 Pleasant Valley Road**
Project Number: ME-070-18

Dear Jacqueline H. Iden:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2656 Pleasant Valley Road.

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

COMG AT PT 10 FT N & 200 FT E OF SW COR OF BLK 4 OF HOWELLS 2ND ADD MBK 3/67-70 RUN TH N & PAR WITH W/L OF BLK 4, 95 FT TH RUN E 57 FT TO PT ON W/L OF STRIP OF LAND DEEDED TO MOBILE COUNTY FOR DRAINAGE PURPOSES RUN TH S ALG SD LINE FT TO N/L OF 10 FT STRIP DEEDED TO MOBILE COUNTY TO WIDEN MERTZ RD TH RUN 57 FT W TO PL OF BEG #SEC 51 T4S R1W #MP29 09 51 0 002

Parcel Number: 29 09 51 0 002 089

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

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

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

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

☐ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT

2656 PLEASANT VALLEY ROAD

AGENDA PHOTO/MD

10/26/2018

10/26/2018

10/26/2018

10/26/2018

NUISANCE ABATEMENT WORKSHEET

RE: 2656 Pleasant Valley Rd Date: September 5, 2018

FROM: Rebecca Glennon, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: August 9, 2018

Per the Title Report, the owners are: Bobby Ray Iden and Jacqueline Iden

Note: Deed Reference on Revenue has incorrect book number. Book 1965 Page 527 should be 1962 Page 527.

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Jacqueline H. Iden
   11920 Bay Rd West
   Foley, AL 36535-5041

2. Jacqueline H. Iden
   P.O. Box 602
   Daphne, AL 36526-0602

3. Bobby Ray Iden
   P.O. Box 602
   Daphne, AL 36526-0602

4. Eva Marie Iden
   2656 Pleasant Valley Road
   Unit D
   Mobile, AL 36606-2116

   Unrecorded Deed per Revenue Dept. for Eva Marie Iden: she paid taxes.

5. Eva Marie Iden
   1857 Hunter Ave. Apt. A
   Mobile, AL 36606-1355

6. Eva Marie Iden
   1565 Macy Court
   Mobile, AL 36604

TAXES: Paid
Open Mortgages: None
Parties with recorded liens per Title Report:

Lis Pendens filed by the City of Mobile against Eva Marie Iden, recorded in RP Book 7631 Page 104, dated 05-01-2018.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
151 union	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:30 PM

40-2018

RESOLUTION

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **151 UNION AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **151 UNION AVENUE** as:

THAT CERTAIN LOT OR PARCEL OF LAND BEG AT NE COR OF LOT 6 PAKES 1ST ADD OF STEINS ADD TO CRICHTON AL MBK 2 P 36 TH W ALG ELMORE ST 48.4 FT TH SLY & PAR TO W/L OF SD LOTS 5 & 6 100 FT TO S/L OF SD LOT 5 TH ELY ALG S/L OF SD LOT 5 41.9 FT TO MOBILE ST TH NLY ALG MOBILE ST TO PL OF BEG #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 355.XXX

Last Assessed to: TUCKER AARON

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **151 UNION AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **TUCKER AARON, SONYA FOSTER AND SHAWNA WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 4 001 060
COUNCIL DISTRICT 1 – FREDRICK RICHARDSON
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2018

Report Date - 7/24/2018 11:40:57 AM

Property Address

151 UNION AVE

Property Details

Parcel Keyx	00847383	Local Historic Registry	
Status		National Historic Registry	
Blight Zone		Council District	1
Structure Type	RESIDENTIAL	Flood Zone 2018 / 2019	/

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	1/24/2018 4:41:28 PM	Comments	

Property Score

Score	161	Score Description	Emergency

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 151 Union Ave. **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Aaron Tucker
159 Hemley Avenue
Mobile, AL 36608

September 13, 2018

RE: **151 Union Avenue**
Project Number: ME-046-18

Dear Aaron Tucker:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 151 Union Avenue.

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

LOTS 221 & 222 & S 10 FT LOT 223 HAAS PL DB 153/266 #SEC 18 T4S R1W #MP29 08 18 4 001

Parcel Number: 29 08 18 4 001 060

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

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

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

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

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

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

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

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

10/26/2018

10/26/2018

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

10/26/2018

10/26/2018

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT WORKSHEET

Date: August 24, 2018

Re: 151 Union Ave..

From: Real Estate Dept.
Jaclyn Benedict

To: Business Services / Municipal Enforcement Division
Title Report Effective Date 8/10/18

Per the Title Report the Owner is: Aaron Tucker, Sonya Foster & Shawna Williams

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. Aaron Tucker
159 Hemley Ave.
Mobile, AL 36608

2. Sonya Foster
565 Riola Pl.
Pensacola, FL 32506

3. Shawna Williams
949 NW 46th Pl. Apt. 1004
Ocala, FL 34475

Taxes: Paid

Parties with recorded liens: per Title Report:

4. Mobile Capital Co. LLC
51-A Tacon St
Mobile, AL 36607

Note: Holder of mortgage issued by Compass Bank to: Aaron Tucker, Sonya Foster & Shawna Williams recorded in LR 5946 page 333, dated 3/17/2006.

Lis Pendens issued by the City of Mobile against Aaron Tucker, Sonya Foster & Shawna Williams, recorded in LR 7615 pg. 1137, dated 3/8/2018.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
1413 windsor	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:31 PM

40-2018

RESOLUTION

Sponsored by: Councilmember C.J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **1413 WINDSOR AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1413 WINDSOR AVENUE** as:

LOT 18 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel Number: 32 02 37 0 001 124.XXX

Last Assessed to: MOSLEY KATRESHA AND CARL

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

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1413 WINDSOR AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MOSLEY KATRESHA & CARL MOSLEY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 02 37 0 001 124
COUNCIL DISTRICT 3 – C. J. SMALLS
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 1413 Windsor Ave. **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter and debris.

NUISANCE ABATEMENT

1413 WINDSOR AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT

1413 WINDSOR AVENUE

AGENDA PHOTO/MD

10/26/2018

10/26/2018

10/26/2018

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Katresha and Carl Mosley
1609 Topanga Drive
Mobile, AL 36609

September 13, 2018

RE: **1413 Windsor Avenue**
Project Number: ME-076-18

Dear Katresha and Carl Mosley:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1413 Windsor Avenue.

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

LOT 18 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel Number: 32 02 37 0 001 124

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1413 Windsor Avenue
FROM: Rhonda Lewis, Real Estate Dept.
TO: Business Services / Municipal Enforcement Division

Date: August 28, 2018

Title Report effective date: August 9, 2018

Per the Title Report, the owners are: Katresha Mosley and Carl Mosley

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Katresha Mosley and Carl Mosley
   1609 Topanga Dr.
   Mobile, AL 36609

TAXES: PAID

Open Mortgages: None

Parties with recorded liens per Title Report:

2. AL State Dept. of Revenue
   Collections Service Dept.
   P.O. Box 327820
   Montgomery, AL 36132-7820

NOTE: Five income tax liens, AL State Dept. of Revenue vs. Carl Mosley: 1) Acct #IIT-R003942262, Lien # 999044608, recorded in LR 7655 PG 1360, dated 7-5-18; 2) Acct #8R007051, Lien #0000173461, recorded in LR 6437 PG 352, dated 9-10-08; 3) Acct #IIT-R003942262, Lien #1110815232, recorded in RP 6730 PG 1006, dated 12-14-10; 4) Acct #IIT-R003942262, Lien #905594368, recorded in RP 7141, PG 317, dated 4-22-18; 5) Acct #IIT-R002838180, Lien #570041856, recorded in LR 7215 PG 200, dated 12-15-14.

3. Leonard N. Math, Atty.
   P.O. Box 230759
   Montgomery, Alabama 36123

NOTE: Judgments rendered in favor of Army Aviation Center FCU against Carl L. Mosley, in the letter to Leonard Math, Esq., attorney for plaintiff: 1) CV 2008 900825.00, recorded in RP 6441 PG 386, dated 9-18-08. 2) CV 2008 900825.00, recorded in RPBK 6448 PG 169, dated 10-6-08.

Lis Pendens filed by the City of Mobile vs. Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust c/o Katresha Mosley and Carl Mosley, recorded in LR 7631 PG 107, dated 5-1-18.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
1059 bay	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:32 PM

40-

2018

RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT
1059 Bay Avenue

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **1059 Bay Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **1059 Bay Avenue** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$3,200.00** shall constitute a special assessment against the property at **1059 Bay Avenue** and being that property more particularly described as follows:

LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

Parcel # 29 10 27 4 000 113

Last Assessed to: JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 21, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-215-17	**1059 Bay Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

Parcel Number: **29 10 27 4 000 113.XXX**
Amount: **$ 3,000.00**
Assessed To: Jackson Kathy A
1059 Bay Avenue
Mobile, AL 36604

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

704 SOUTH CAROLINA ST

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

29 10 37 0 003 065

Owner

DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

1059 BAY AVE

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

29 10 27 4 000 113

Owner

JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **1059 Bay Avenue** for the proposed amount of $3,200.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
1700 sligo	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:32 PM

40

2018

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT **1700 Sligo Street**

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **1700 Sligo Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **1700 Sligo Street** to be **$2,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,800.00** shall constitute a special assessment against the property at **1700 Sligo Street** and being that property more particularly described as follows:

THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

Parcel # 29 10 28 4 002 055

Last Assessed to: STATE OF ALABAMA
MONTGOMERY, AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 11, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-376-17	**1700 Sligo Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

Parcel Number: **29 10 28 4 002 055.XXX**
Amount: $ 2,600.00
Assessed To: STATE OF ALABAMA
Montgomery, AL 36130

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Levon C. Manzie, David Daughenbaugh, James Roberts, file copy

MEMO

Date: 10/11/18
To: Jennifer Henley
From: Kathlyn Scott
Re: ***Building Demolitions***

1700 SEIGO ST

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

29 10 28 4 002 055

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

718 JOHNSTON AVE

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

29 10 28 3 003 052

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

1572 ROBERT E LEE ST

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

29 11 36 0 004 009

Owner **LEWIS LUVENIAL T**
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **1700 Sligo Street** for the proposed amount of $2,800.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
718 johnston	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:33 PM

40-

2018

ESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT
718 Johnston Avenue

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **718 Johnston Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **718 Johnston Avenue** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at **718 Johnston Avenue** and being that property more particularly described as follows:

LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

Parcel # 29 10 28 3 003 052

Last Assessed to: STATE OF ALABAMA
MONTGOMERY, AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 11, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-048-17	**718 Johnston Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

Parcel Number: 29 10 28 3 003 052.XXX
Amount: $ 4,000.00
Assessed To: INVESTORS FINANCIAL LIMITED
161 E MALLARD DR
SUITE 100
BOISE, ID 83706

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Levon C. Manzie, David Daughenbaugh, James Roberts, file copy

MEMO

Date: 10/11/18
To: Jennifer Henley
From: Kathlyn Scott
Re: ***Building Demolitions***

1700 SLIGO ST

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

29 10 28 4 002 055

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

718 JOHNSTON AVE

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

29 10 28 3 003 052

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

1572 ROBERT E LEE ST

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

29 11 36 0 004 009

Owner **LEWIS LUVENIAL T**
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **718 Johnston Avenue** for the proposed amount of $4,200.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
1572 robert e lee	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:34 PM

2018

RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT
1572 Robert E. Lee Street

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **1572 Robert E. Lee Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **1572 Robert E. Lee Street** to be **$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,700.00** shall constitute a special assessment against the property at **1572 Robert E. Lee Street** and being that property more particularly described as follows:

LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel # 29 11 36 0 004 009

Last Assessed to: LEWIS LUVENIAL T
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 11, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-387-17	**1572 ROBERT E. LEE STREET**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: **29 11 36 0 004 009.XXX**
Amount: $ 2,500.00
Assessed To: LEWIS LUVENIAL T
C/O AVERY ROBINSON
1562 WEST AVENUE
MOBILE, AL 36604

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C.J. Small, David Daughenbaugh, James Roberts, file copy

MEMO

Date: 10/11/18
To: Jennifer Henley
From: Kathlyn Scott
Re: ***Building Demolitions***

1700 SLIGO ST

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

29 10 28 4 002 055

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

718 JOHNSTON AVE

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

29 10 28 3 003 052

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

1572 ROBERT E LEE ST

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

29 11 36 0 004 009

Owner **LEWIS LUVENIAL T**
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **1572 Robert E. Lee Street** for the proposed amount of $2,700.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
704 south carolina	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:34 PM

40-

2018

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT **704 South Carolina Street**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **704 South Carolina Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **704 South Carolina Street** to be **$2,750.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,750.00** shall constitute a special assessment against the property at **704 South Carolina Street** and being that property more particularly described as follows:

LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel # 29 10 37 0 003 065

Last Assessed to: DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 21, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-257-17	**704 South Carolina Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: **29 10 37 0 003 065**
Amount: **$ 2,550.00**
Assessed To: DCR INVESTMENTS INC.
12626 HILLARD JENKINS RD.
LOXLEY, AL 36551

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

704 SOUTH CAROLINA ST

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

29 10 37 0 003 065

Owner

DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

1059 BAY AVE

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

29 10 27 4 000 113

Owner

JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **704 South Carolina Street** for the proposed amount of $2,750.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
felder	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:35 PM

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

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

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

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

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, and **B-1, Buffer Business District**, to **B-3, Community Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) full compliance with all municipal codes and ordinances.**

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

adopted:

Lisa Lambert, City Clerk

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

Council District 1
Fredrick D. Richardson, Jr.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

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

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) full compliance with all municipal codes and ordinances**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mst

Attachments

Click to Print

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

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

Exclude the following types of businesses:

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

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

SEP13 '18 1:30PM

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

Owner Signature: _____ Date: 9/10/18

Applicant Signature: _____ Date: 9/10/18

STATE OF ALABAMA
COUNTY OF MOBILE

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

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

SEAL

Juli Welch
Notary Public
MY COMMISSION EXPIRES

JULI WELCH
My Commission Expires
June 20, 2020

Document prepared by:

Received by: _____ Date: _____

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 7, 2018

Felder Holdings
3400 Beltline Park Drive North
Mobile, AL 36617

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

cc: Clark, Geer, Latham & Assoc., Inc

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

APPLICANT NAME Felder Holdings, LLC

SUBDIVISION NAME Jax's Place Subdivision

LOCATION 3262 Old Carline Street
(Northeast corner of Old Carline Street and Furr Street).

CITY COUNCIL DISTRICT Council District 1

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

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 1 Lot/0.5± Acres

PRESENT ZONING Subdivision Approval to create a single legal lot of record from two legal lots of record; and Rezoning from R-1, Single Family Residential District and B-1, Buffer Business District, to B-3, Community Business District.
It should be noted, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE.
C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY

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

D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures.
F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process.
J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing.
K. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
3. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

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

MAWSS COMMENTS No Comments

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

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

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

The site has been given a **Mixed Density Residential** (MxDR) land use designation per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

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

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

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the

designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

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

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

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

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

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

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

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

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

The applicant states:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

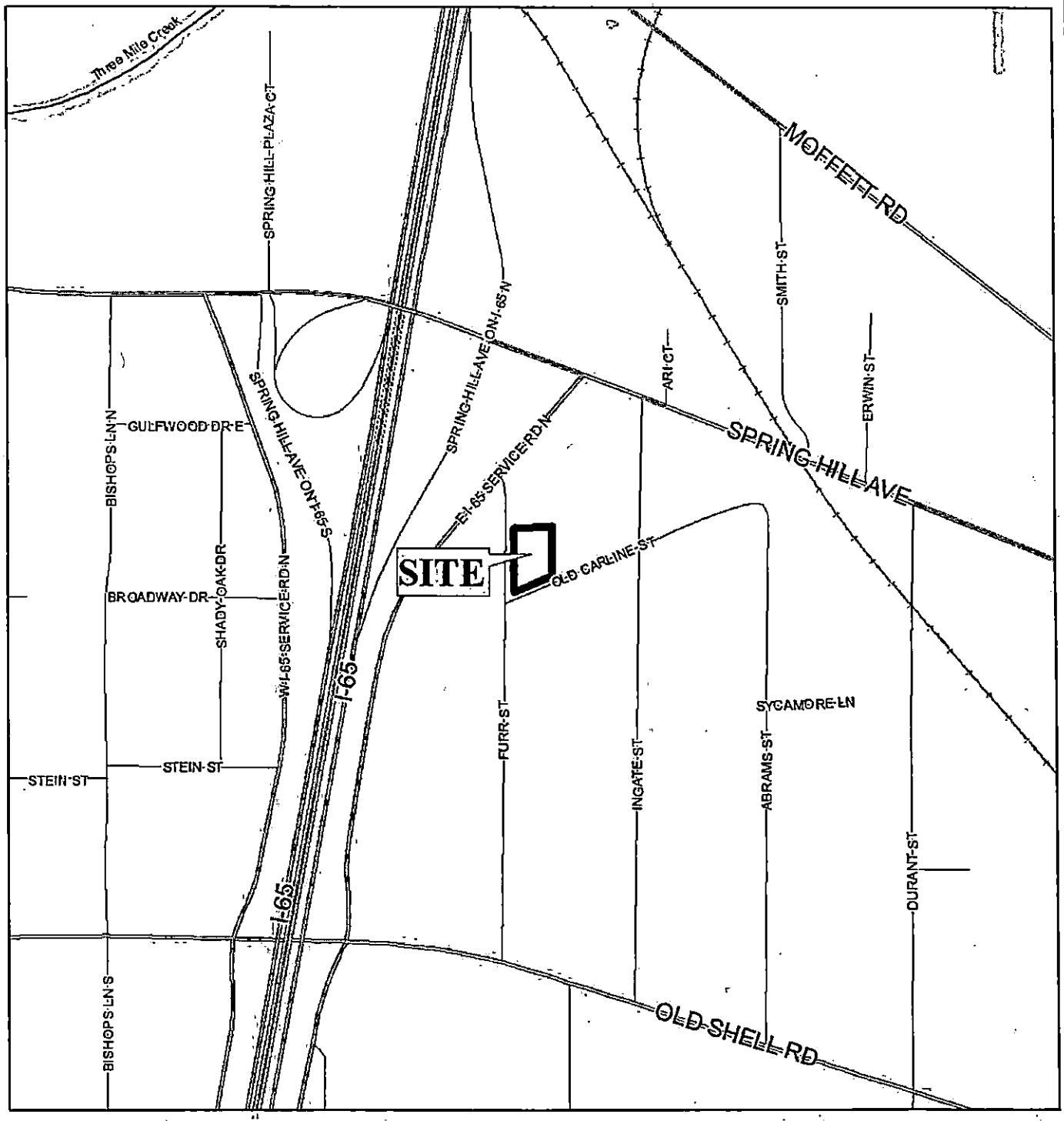
1) dedication to provide 25' from the centerline of Old Carline Street, if necessary;
2) dedication of the corner radius at Old Carline Street and Furr Street should be provided as required by Section V.D.6. of the Subdivision Regulations;
3) retention of the lot size in square feet and acres, revised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

8) compliance with Engineering comments (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage. E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures. F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process. J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing. K. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department.);
9) compliance with Traffic Engineering comments (*Lot is limited to one curb cut to Furr Street with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Lot is denied access to Old Carline Street due to its substandard roadway width.*);
10) compliance with Urban Forestry comments (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).);* and
11) compliance with Fire comments (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code)).*

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

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

LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

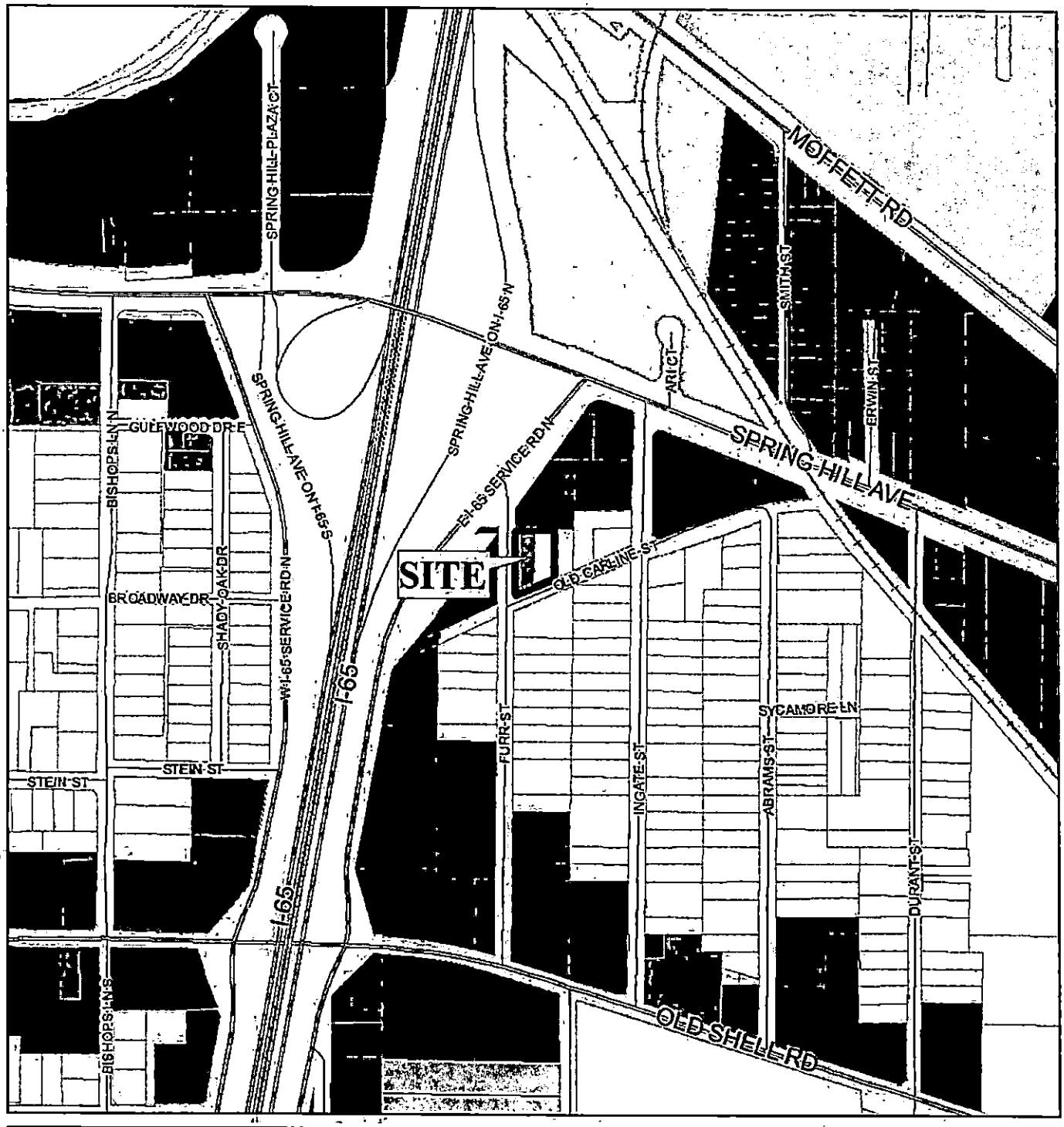
APPLICANT Jax's Place Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

N

NTS

FLUM LOCATOR MAP

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

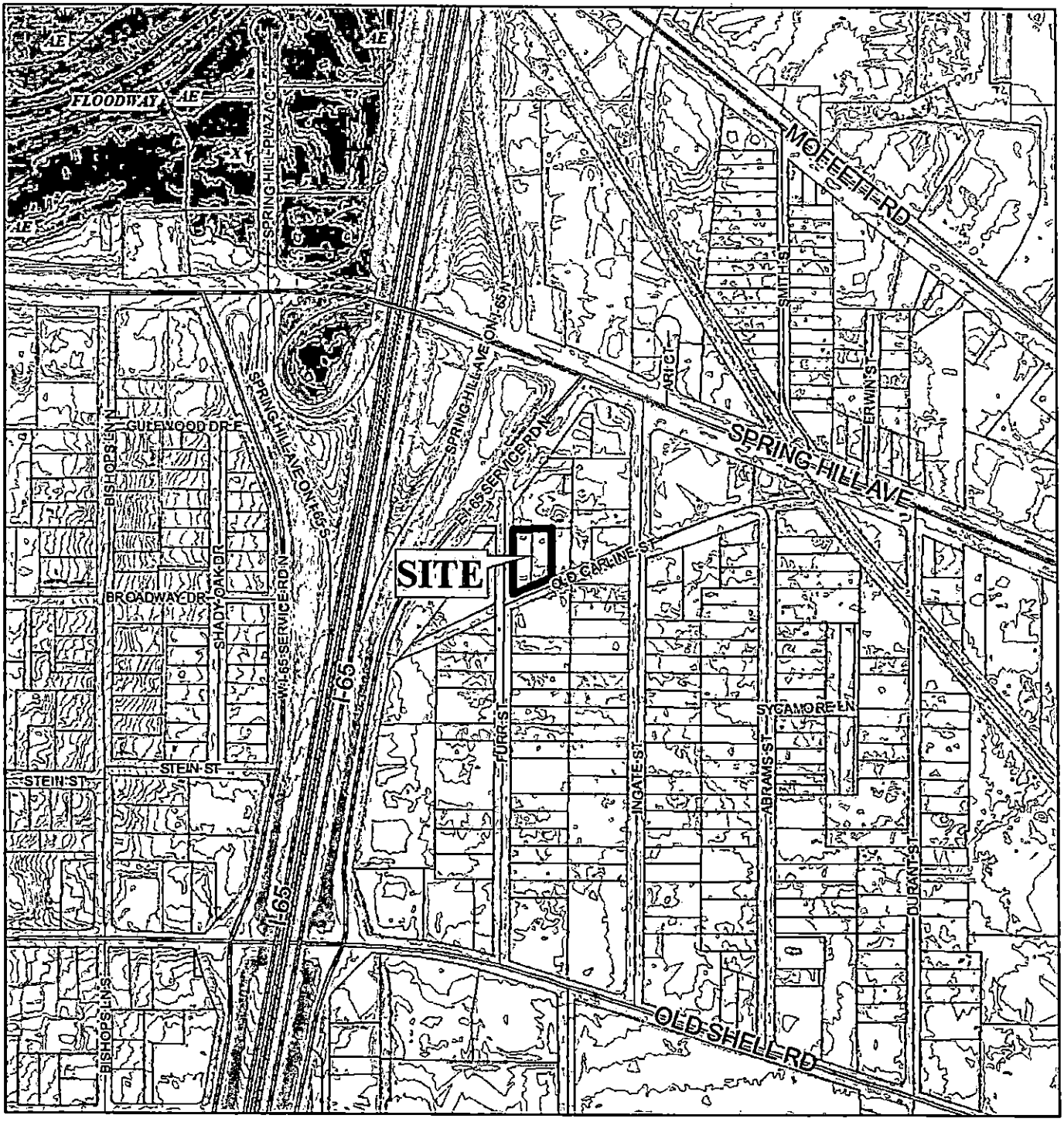
REQUEST Subdivision, Rezoning from R-1, and B-1 to B-3

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

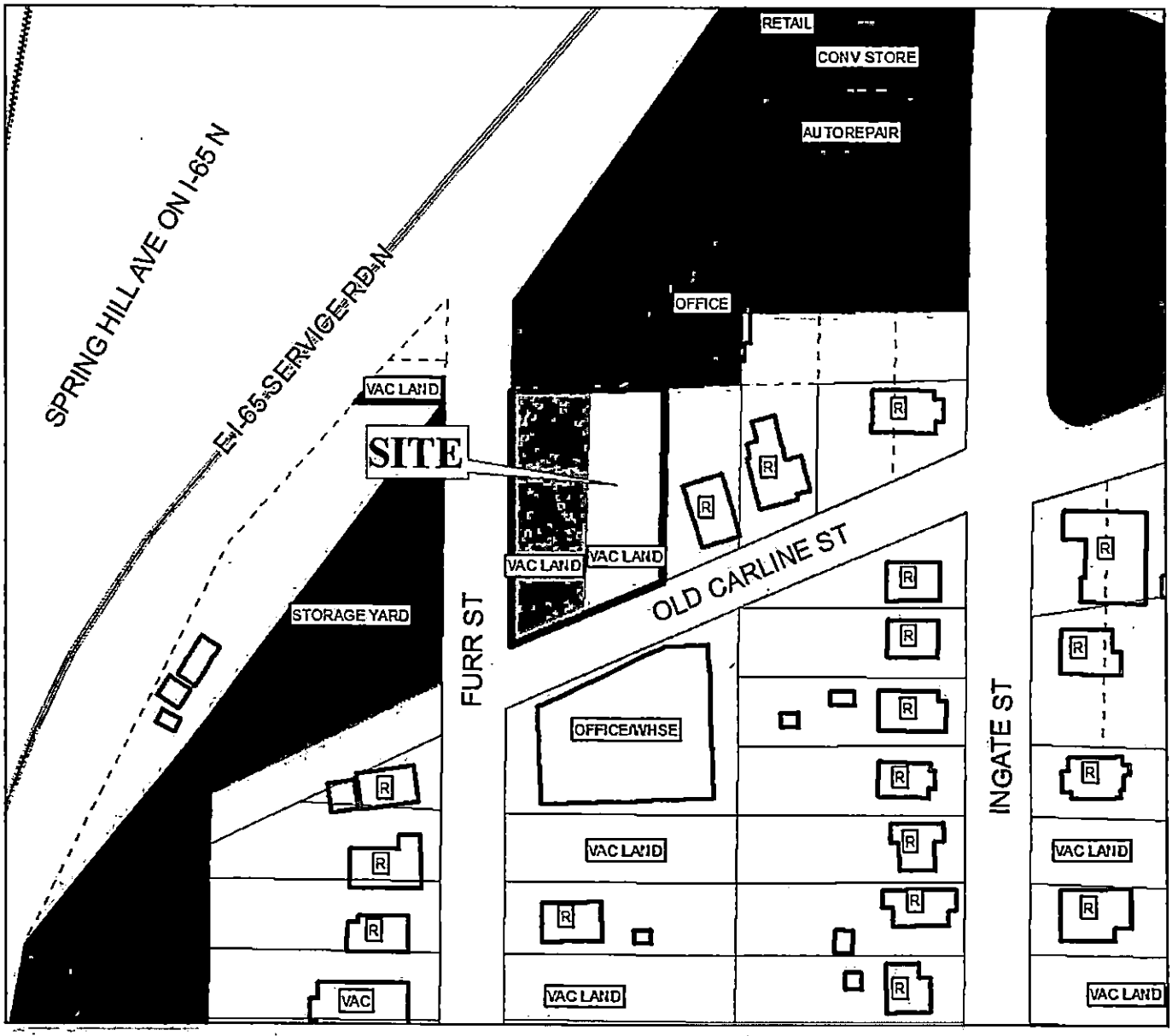
APPLICANT Jax's Place Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

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

APPLICATION NUMBER 15 DATE September 6, 2018

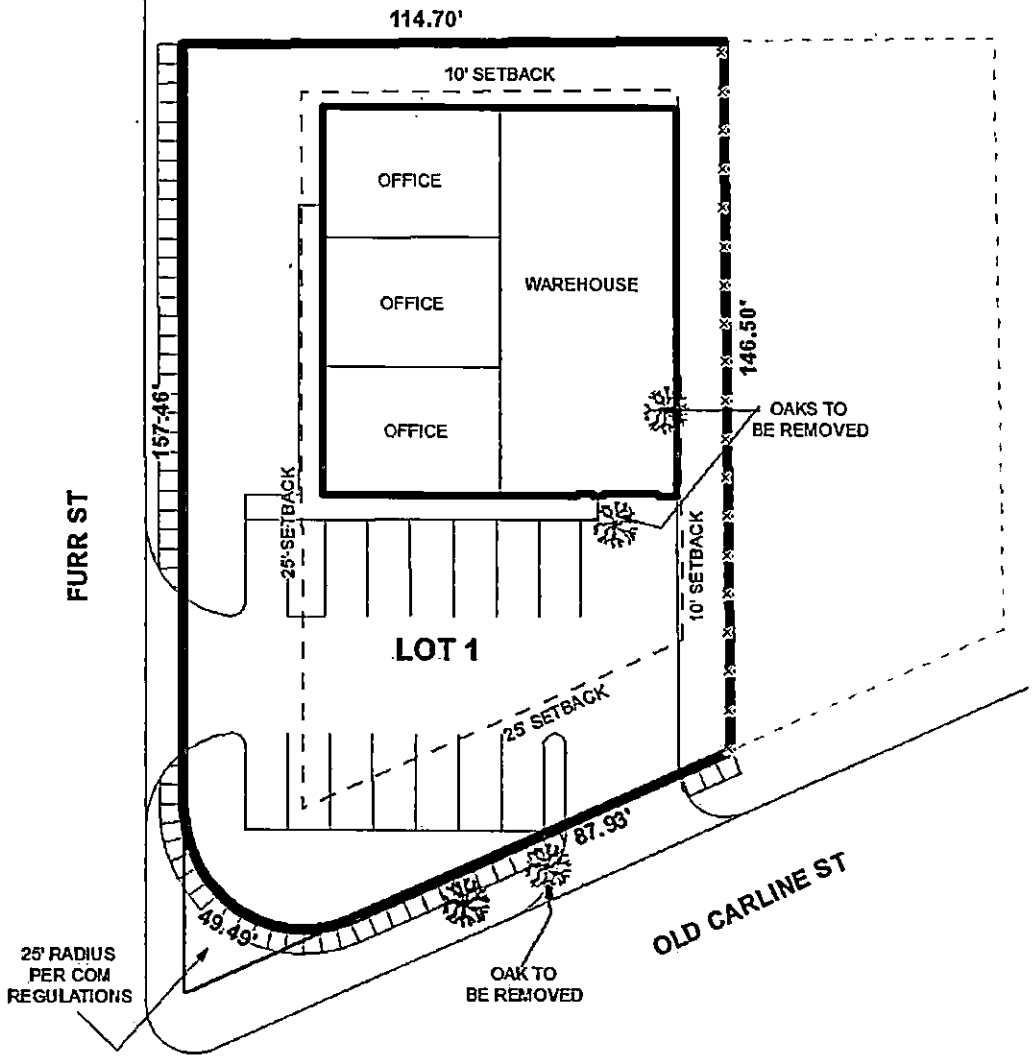
APPLICANT Jax's Place Subdivision

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

N

NTS

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

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

Excluding the following types of businesses:

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
brpc	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:36 PM

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

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

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

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

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

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

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

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

adopted:

Lisa Lambert, City Clerk

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

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 20, 2018 considered the request of BRPC Holdings, LLC. for a change in zoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and was modified for a change in zoning from R-1, Single-Family Residential District, to LB-2, Limited Business District, for the property located at 3703 Old Shell Road (Southwest corner of Old Shell Road and Wacker Lane).

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

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mst

Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 21, 2018

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

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

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

At its meeting on September 20, 2018, the Planning Commission considered your request for a change in zoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District.

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

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

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

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

The advertising fee for this application is $334.00. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

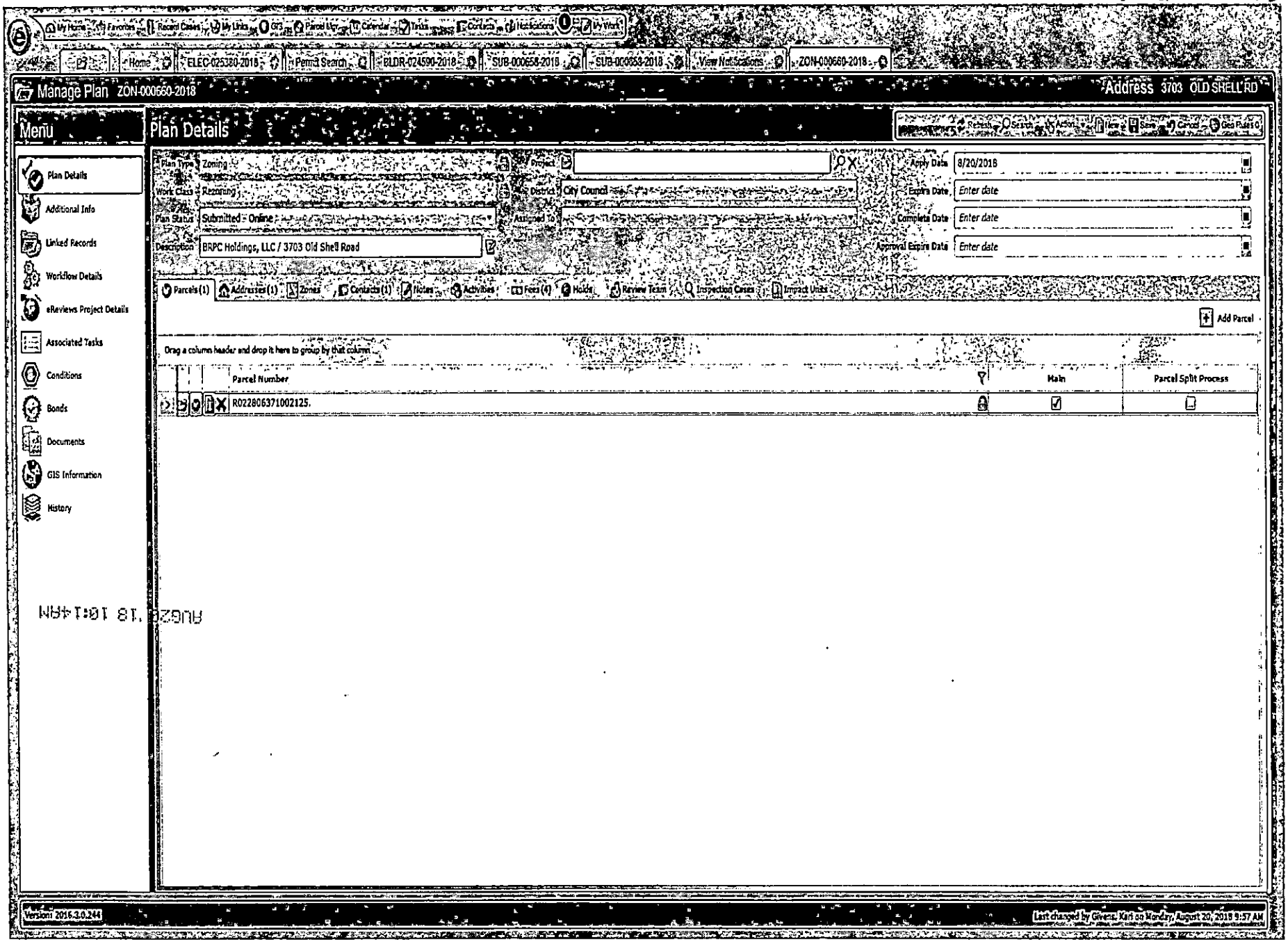
MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

cc: Byrd Surveying, Inc.

ZON-000660-2018



ZONING AMENDMENT STAFF REPORT Date: September 20, 2018

NAME BRPC Holdings, LLC

LOCATION 3703 Old Shell Road
(Southwest corner of Old Shell Road and Wacker Lane).

CITY COUNCIL DISTRICT District 2

PRESENT ZONING R-1, Single-Family District

PROPOSED ZONING B-2, Neighborhood District

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

AREA OF PROPERTY 1 Lot

CONTEMPLATED USE Rezoning from R-1, Single-Family Residential to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE Two years.

ENGINEERING COMMENTS

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

Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

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

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

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

REMARKS The applicant is requesting Rezoning from R-1, Single-Family Residential to B-2, Neighborhood Business District. The applicant proposes to use the property for professional offices.

The site has been given a Mixed Density Residential land use designation, per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

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

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

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

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

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

The applicant provided the following statement:

> "*7. Description: The contemplated use for the property is a professional office building. The character of improvements proposed are to bring the property up to code from its "blighted" status by repairing all of the items listed as a public nuisance or safety hazard on the City's blight list. All of these repairs will have to comply with the requirement of the Historic Preservation Agreement with the Mobile Historic Development Commission. Additionally, the applicant plans to add 400 square feet to the primary structure in order to construct bathrooms and additional space for an office. The planned development is expected to occur within the next two years due to the extensive renovations required to the building and the method by which those renovations and repairs have to be done. With approval of rezoning, we plan to take this property from a community eyesore and a property that the city considers "blighted" to something the area can be proud of.*
>
> *8. Plan Consistency Analysis: The application is consistent with the Comprehensive Plan in both its design and layout. The site plan meets the buffer and setback requirements in the desired rezoning of B¬2 while taking into consideration the historic preservation easement on the property that does not allow the owner to move the location of the main structure. Also, the development is consistent with its parking ratios.*

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

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

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

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

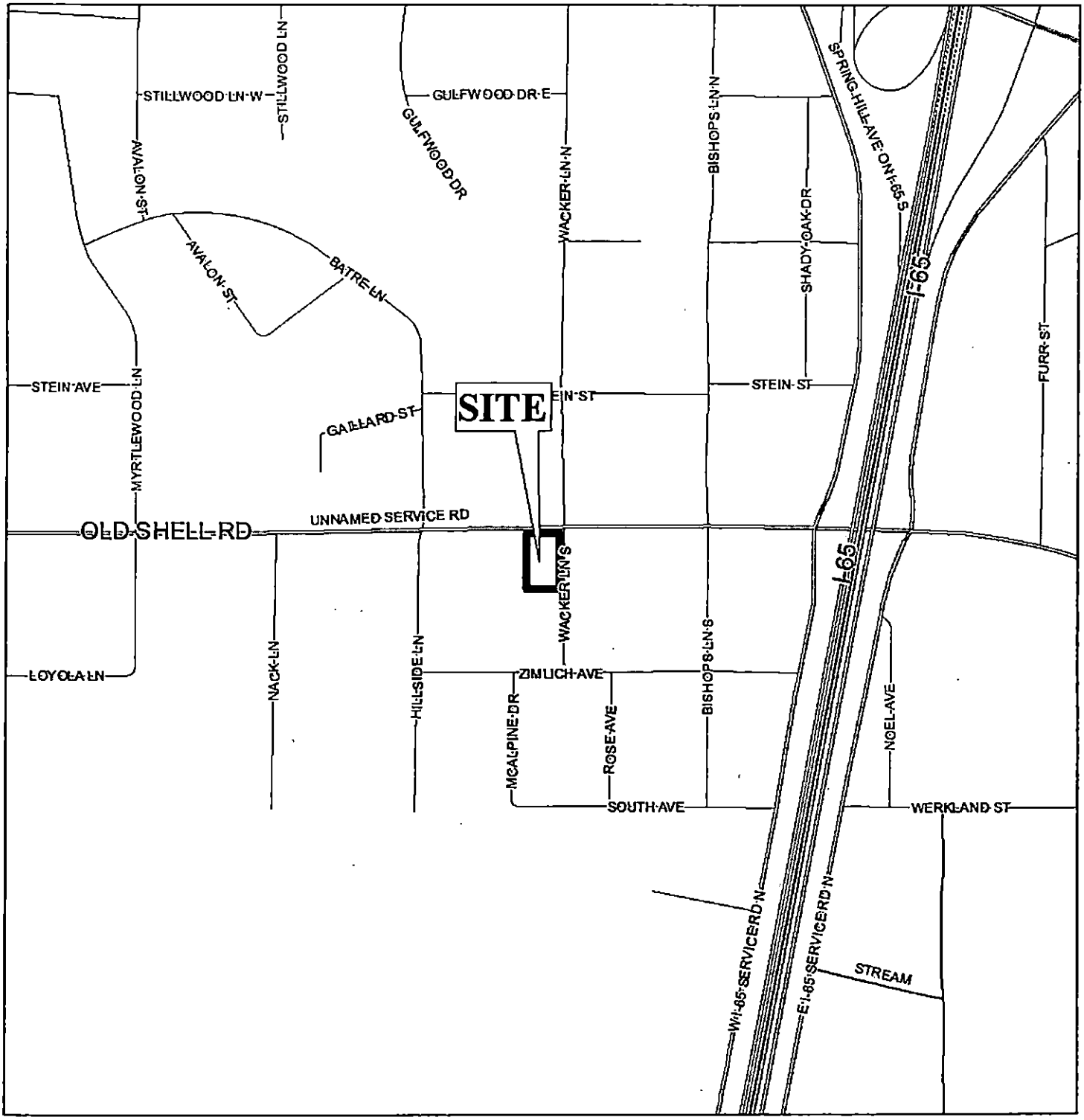
Sufficient evidence has not been provided to justify a B-2, Neighborhood Business District zoning classification change. Professional office space is a use that can occur in a B-1, Buffer Business District, and typically the lowest zoning classification possible will have the least impacts to surrounding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

RECOMMENDATION

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

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

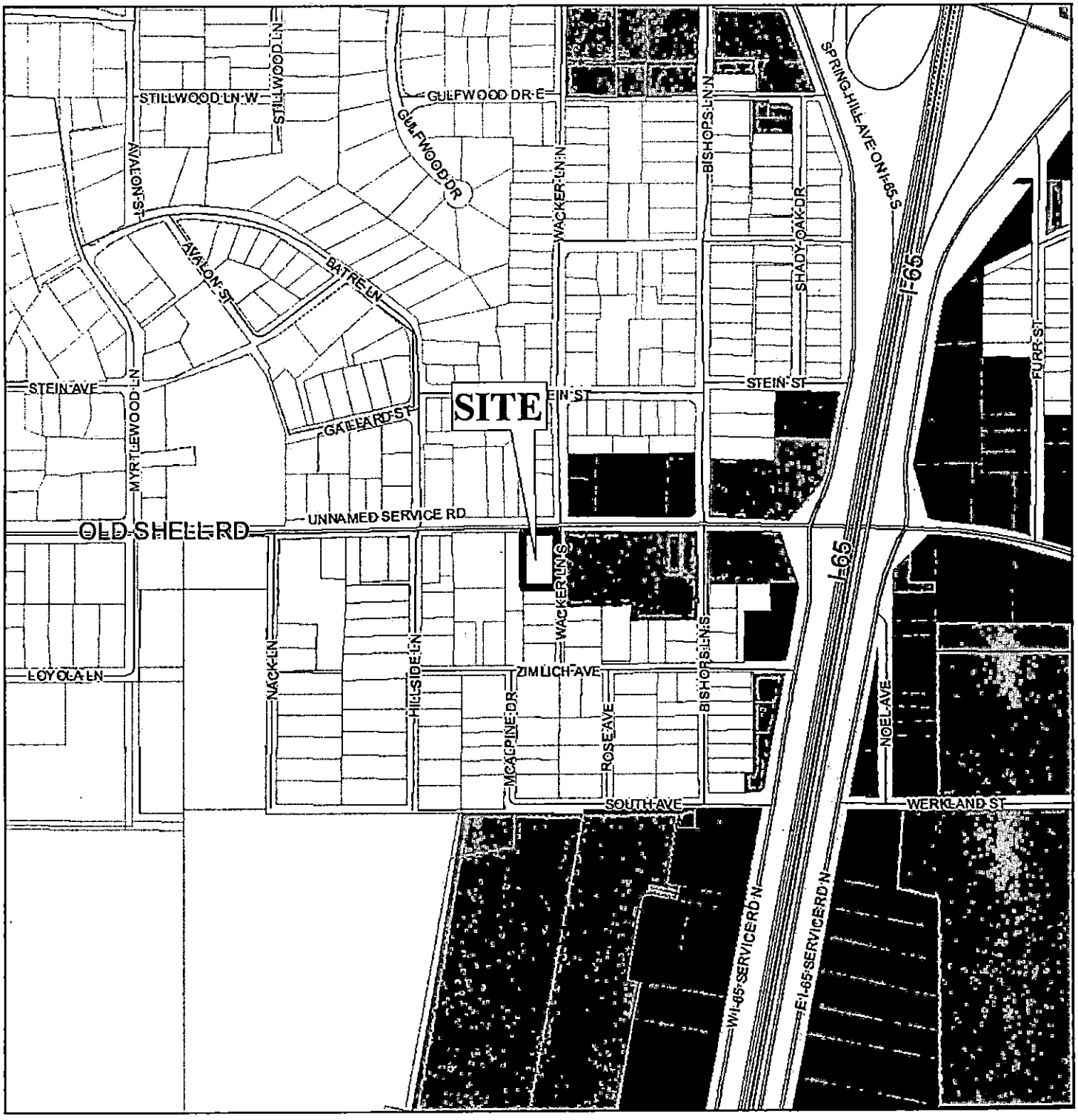
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE September 20, 2018

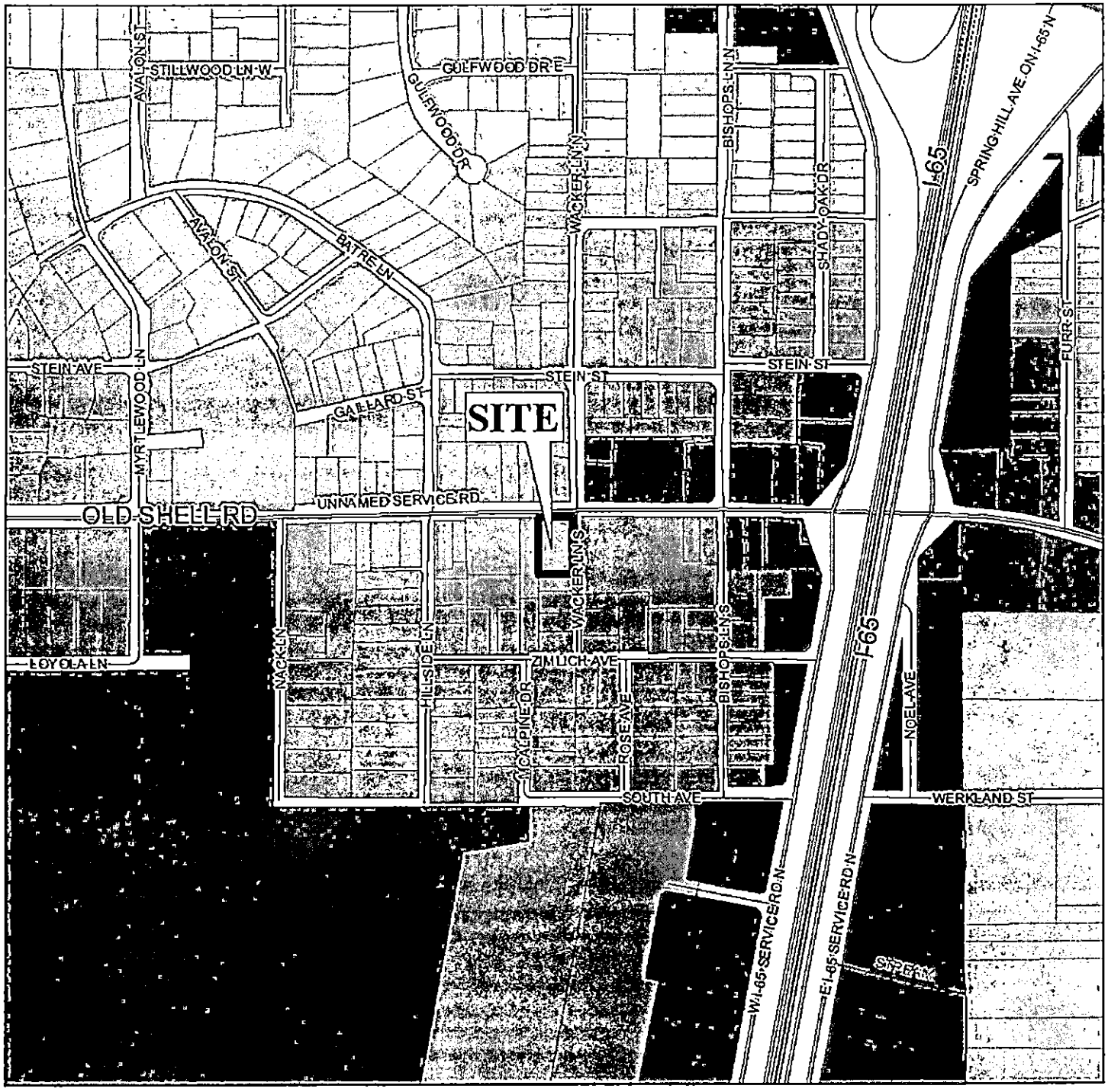
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

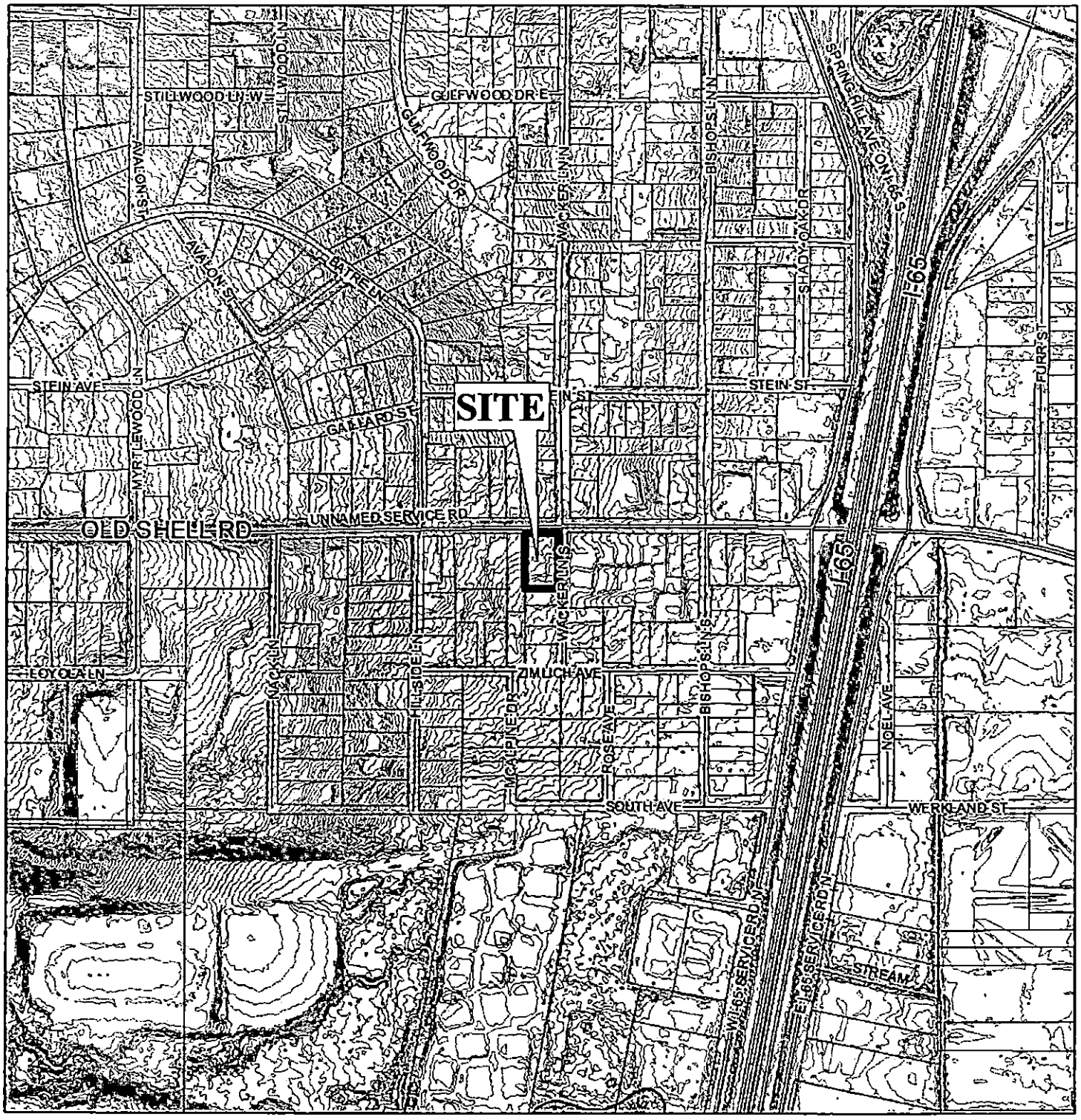
REQUEST Rezoning from R-1 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

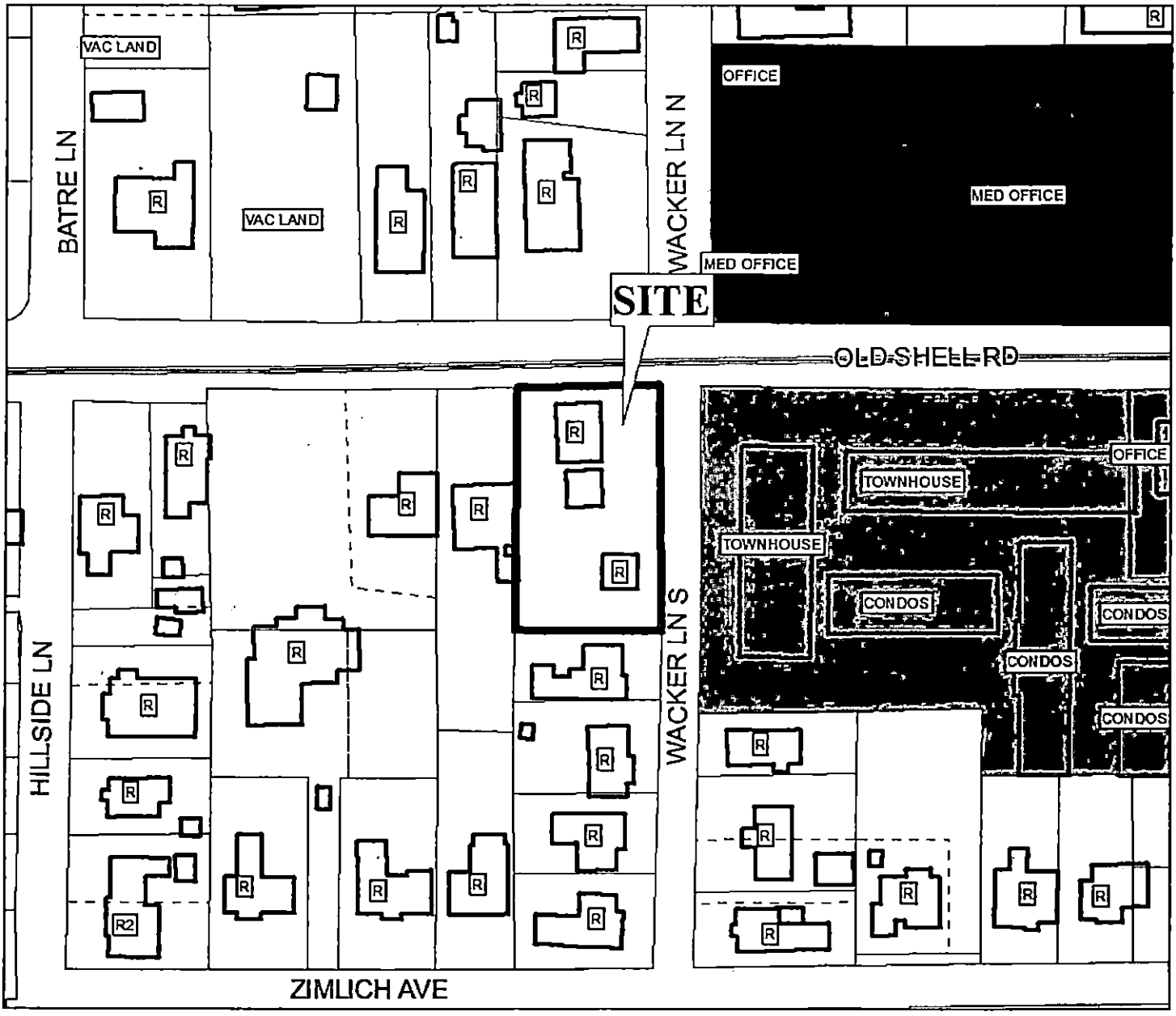
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

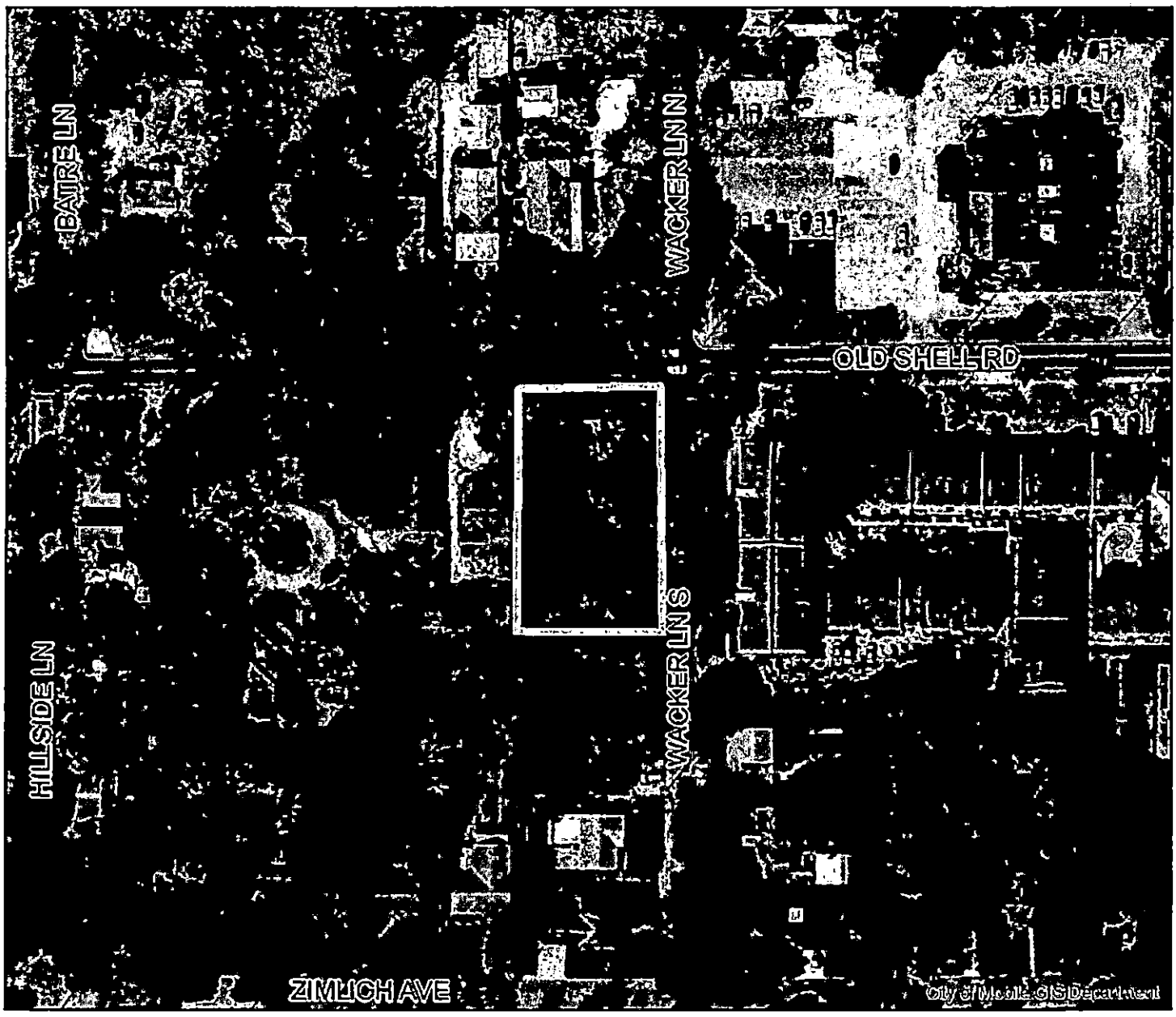
REQUEST Rezoning from R-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 8 DATE September 20, 2018

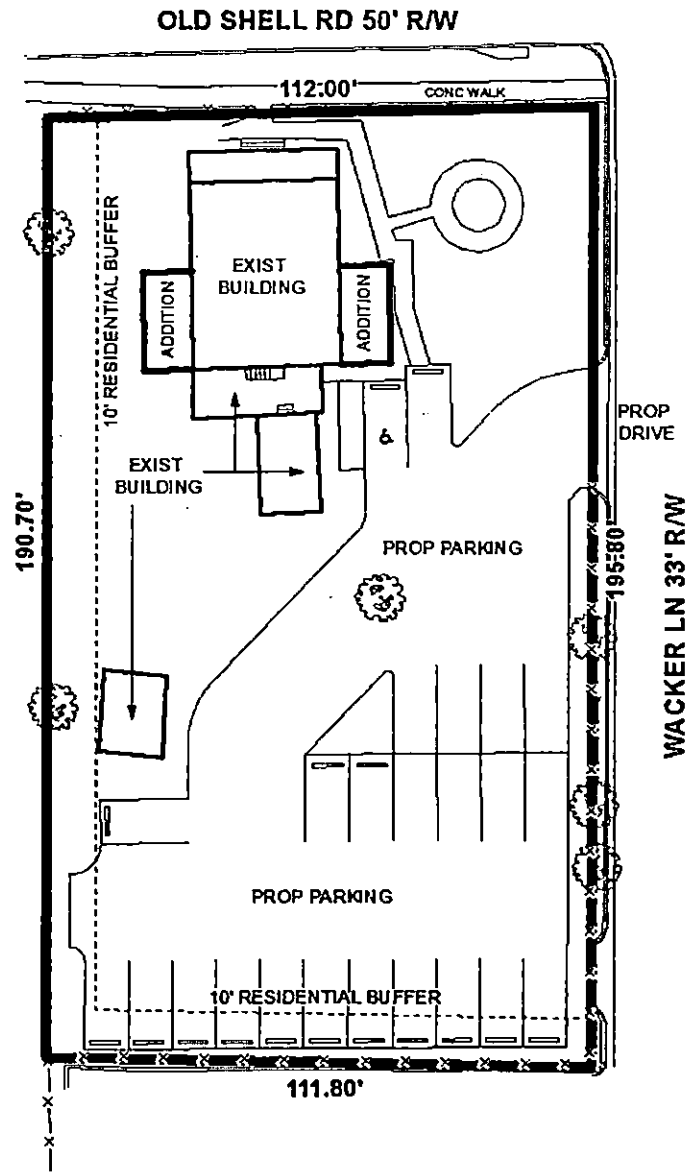
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

SITE PLAN



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

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
randy parker	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:38 PM

ADDRESSING THE CITY COUNCIL

Today's Date: 10-29-2018

Time: 14:34

Name: Randy Parker

Address: Homeless

Phone No. (251) 269-0161

Date to Address Council: November 6, 2018

Subject (must be completed): To ~~change~~ get a Law droped called pan handeling, get a Law changed.

Specific Questions:

I want this selling of items law changed because I'm homeless and no one wants to hire me and I need money, can you please change this simple law for me, until I can get on my feet to find a suitable career/job.

X Randy Parker
Signature

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

CITY CLERK'S OFFICE
MOBILE, AL
MO, OCT 29, PM2:41 RCVD

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
david j smith	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:38 PM

CITY CLERK'S OFFICE
MOBILE, AL
TH, NOV 1, PM1:13 RCVD

ADDRESSING THE CITY COUNCIL

Today's Date: 11-1-18

Time: 1:00 pm

Name: David S. Smith

Address: 6861 Greenway Dr. So

Phone No. 251-591 9085

Date to Address Council: 11-6-18

Subject (must be completed):

To speke in support of Mobile City workers

Specific Questions:

D J. Smith
Signature

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
21-770	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/30/2018

Submitted by:
Jennifer P. White, Traffic Engineering

Sponsored by:
Mayor Stimpson
Councilmembers Manzie, Richardson, Small, Williams, Daves, Rich, and Gregory

Purpose and Scope of Project:
Application of thermoplastic striping on various City of Mobile streets

Amount of Contract:
$603,075

Effective Date of Contract:
11/4/2018

Funding Source

Project # Application of Thermoplastic Striping, Markings, and Legends 2018-2060-09 **Discretionary Funds**

Project String 2000 20002000 48010 **Contract Number:**1892

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2018 Thermoplastic Striping Contract	Cover Memo	10/24/2018

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	10/24/2018 - 4:27 PM
Finance	McMillan, Marilyn	Approved	10/24/2018 - 4:48 PM
Legal	Hill, Ashton	Approved	10/25/2018 - 9:42 AM
Mayors Office	Wesch, Paul	Approved	10/25/2018 - 12:50 PM

R E S O L U T I O N

Sponsored by: Councilmember Manzi, Richardson, Smalls, Williams, Daves, Rich, Gregory, & Mayor Stimpson

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

Name of Company: Ozark Striping Co., INC

City of Mobile Project Name: Application of Thermoplastic Striping, Marking, and Legends on Various City of Mobile Roadways

Capital Project No.: RWS18

Contract Amount: $603,750.00

Adopted:

_____

City Clerk

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Application of Thermoplastic Striping, Markings and Legends

PROJECT # RWS18 **DATE OF RECEIPT** October 24, 2018

PROJECT DESCRIPTION Roadway restriping on various City streets.

CONTRACT AMOUNT $603,750.00

VENDOR NAME Ozark Striping Co., Inc

VENDOR NUMBER 293534

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION

SHOULD RETAINAGE BE WITHHELD? Y x N 5% of the 1st 50% x or

If different, indicate special rate

Unit Price Contracts are estimates per F. Kessler – do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jennifer White Date October 24, 2018

APPLICATION OF THERMOPLASTIC STRIPING, MARKINGS AND LEGENDS ON VARIOUS CITY OF MOBILE ROADWAYS

PROJECT NUMBER 2018-2060-09

BID DATE – SEPTEMBER 26, 2018

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting and Major Supplier Plan ..... Attachment C

E-Verify Affidavit ..... Attachment D

Certifications, Affidavits, & Project Closeout ..... Attachment E

Project Addendums ..... Attachment F

Project Plan Sheets ..... Attachment G

ITEM I
ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, September 26, 2018 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No.:	**2018-2060-09**
Project:	**Traffic Control Striping, Markings and Legends Application**
Project Description:	**Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**

Specifications and contract documents may be obtained from the City of Mobile website http://www.cityofmobile.org/bids/

No Bid Packages will be issued to Contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids. No questions, whether orally or written, will be addressed if received after 12:00 p.m. on September 24, 2018.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $50,000), made payable to the City, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Highways & Streets Specialty Construction (HS-S): Traffic Control and Safety per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827; "Bid for completion of **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile Project No. **2018-2060-09**".

PLEASE PUBLISH IN THE ISSUES September 9, September 16 AND September 19, 2018.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $50,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Traffic Control Striping, Markings and Legends Application**, City of Mobile Project No. **2018-2060-19**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Any contractor that desires to bid as a prime contractor must possess a **Highways & Streets Specialty Construction (HS-S): Traffic Control and Safety** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the City Traffic Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City Traffic Engineer will not be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the City Traffic Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

a. **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

b. **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Traffic Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

a. **Notice of Intent:** The Contractor shall give the City Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Traffic Engineer at least forty-eight (48) hours notice in writing before resuming operations.

b. **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Traffic Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Traffic Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Traffic Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date: September 20, 2018

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY TRAFFIC ENGINEER, as well as the premises

Project No.:	**2018-2060-09**
Project:	**Traffic Control Striping, Markings and Legends Application**
Project Description:	**Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**

The Bidder further agrees to construct the improvements in **60 working days.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile Traffic Engineering Department, Attention: Jennifer White, whitej@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m. on September 24, 2018. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

APPLICATION OF THERMOPLASTIC STRIPING, MARKINGS AND LEGENDS ON VARIOUS CITY OF MOBILE ROADWAYS CITY OF MOBILE PROJECT NUMBER 2018-2060-09

Item Number	Approx. Quantity	Item with Unit Price Written in Words	Unit Price	Amount
600-A	1	Mobilization For Five hundred Dollars And No Cents Per Lump Sum	$ 500.00	$ 500.00
701-A	50	5" Solid Yellow, Class 2, Type A Traffic Stripe For Two thousand, seven hundred fifty Dollars And No Cents Per Mile	$ 2,750.00	$ 137,500.00
701-A	25	5" Broken Yellow, Class 2, Type A Traffic Stripe For One thousand, five hundred Dollars And No Cents Per Mile	$ 1,500.00	$ 37,500.00
701-A	58	5" Solid White, Class 2, Type A Traffic Stripe For Two thousand, seven hundred fifty Dollars And No Cents Per Mile	$ 2,750.00	$ 159,500.00
701-A	20	5" Broken White, Class 2, Type A Traffic Stripe For One thousand, five hundred Dollars And No Cents Per Mile	$ 1,500.00	$ 30,000.00
703-A	64000	Traffic Control Markings, Class 2, Type A For Three Dollars And Fifty Cents Per Square Foot	$ 3.50	$ 224,000.00

703-B	1000	Traffic Control Legends, Class 2, Type A For Four Dollars And No Cents Per Square Foot	$ 4.00	$ 4,000.00
701-B	10000	Dotted, Class 2, Type A For One Dollars And No Cents Per foot	$ 1.00	$ 10,000.00
701-H	1000	Traffic Stripe Removed For Zero Dollars And Seventy five Cents Per Foot	$ 0.75	$ 750.00
TOTAL BID				$ 603,750.00

Base Bid

Total (All items listed in Proposal) $ 603,750.00

Written in words: Six hundred three thousand, seven hundred fifty dollars and no cents.

Number of working days to complete: 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. Box 847, Ozark, AL 36361

1273 West Roy Parker Road, Ozark, AL 36360

By Leon M. Gross, III - President

Signature of Bidder _____
(If a Corporation) Leon M. Gross, III - President

By Leon M. Gross, III
President

Business Address 1273 West Roy Parker Rd., Ozark, AL 36360

Leon M. Gross, III
Secretary

Business Address 1273 W. Roy Parker Rd., Ozark, AL 36360

_____
Treasurer

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

7193
State License Number

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Ozark Striping Company Inc.
(Name of Contractor)
1273 W. Roy Parker Road Ozark, AL 36360 (PO Box 847 Ozark, AL 36361)
(Address)
as Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)
One Tower Square Hartford, CT 06183
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $50,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile Project Number **2018- 2060-09**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered September 26, 2018 (Date)

Ozark Striping Company, Inc.
Ozark Striping Company, Inc. (Contracting Firm)

Witness as to Principal by: Leon M. Gross, III (SEAL)
Leon M. Gross, III - President
Travelers Casualty and Surety Company of America (Name of Surety)

COUNTERSIGNED: Francis Ware AL 0453430

Alabama Resident Agent By Francis Ware

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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

Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 26th day of September, 2018

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Ozark Striping Company, Inc. as Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Six hundred three thousand seven hundred fifty dollars and 00/100

Dollars ($ 603,750.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20 18 (hereinafter called the Contract) for **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile Project Number **2018- 2060-09** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

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

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

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 18 .

Individual Principals sign here

_____(SEAL)

_____(SEAL)

In the presence of: _____(SEAL)

_____

_____

(Corporate Name) Ozark Striping Company, Inc.

BY: _____
(Signature)

ITS: Leon M. Gross III, President
(Title)

ATTEST: _____
(Signature)

ITS: ADMINISTRATIVE ASSISTANT

(Surety sign here)(Corporate name) Travelers Casualty and Surety Company of America

BY: _____
(Signature)

ITS: Francis Ware, Attorney-in-Fact
(Title)

ATTEST: Amanda Russell
(Signature)

ITS: Amanda Russell, Account Manager
(Title)

Corporate Seal

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this day of , **2018**

Kevin E. Hughes, Assistant Secretary

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

Bond # 106978581

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN, that we Ozark Striping Company, Inc.
(Name of Contractor)
a Corporation , Partnership , or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183
(Name and Address or legal title of one or more sureties)
hereinafter called the "Surety"or"Sureties",are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", the sum of Six hundred three thousand seven hundred fifty dollars and 00/100 Dollars ($ 603,750.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means a written agreement with said Obligee, dated _____, 20 18 , entered into a Contract with the Owner for **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways,** City of Mobile Project Number **2018- 2060-09** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 18 .

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

(Corporate Name) Ozark Striping Company, Inc.

BY: _____
(Signature)

ITS: Leon M. Gross III, President
(Title)

ATTEST:

_____
(Signature)

ITS: ADMINISTRATIVE ASSISTANT

Travelers Casualty and Surety Company of America

(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: Francis Ware, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Amanda Russell, Account Manager
(Title)

Corporate Seal

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this day of , **2018**

Kevin E. Hughes, Assistant Secretary

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

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

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

5. CERITIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Traffic Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract or any portion thereof without written permission from the City Traffic Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Traffic Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Traffic Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going

contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the City Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words "State of Alabama", "Governor", "State", "State Highway Department", "Director", etc. appear substitute "City of Mobile Traffic Engineering Director, acting by and through its Mayor".

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Traffic Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Traffic Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Traffic Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

16. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

17. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, 2018 Edition, and other requirements set forth by the City Traffic Engineer.

There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered **incidental to the project.** The Contractor shall restore existing traffic mechanisms to original condition.

18. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

19. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

21. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

22. It is the sole responsibility of the Contractor to protect his/her equipment. The City shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

23. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

24. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

25. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

26. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the City of Mobile or its agents from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

27. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department. Based on specific locations, work at night or weekends may be necessary.

28. Attention is drawn to the fact that this work will be performed under traffic conditions requiring special care to expedite the work and prevent undue hazardous conditions. Traffic control will be the responsibility of the Contractor in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Specific areas will require different levels of traffic control as indicated in the MUTCD. All Contractor employees who are exposed to the risks of moving roadway traffic or construction equipment must wear high-visibility apparel meeting the standards of ANSI 107-2004 Class 3. The City Traffic Engineer or his designee shall have the right to suspend work performance of a Contractor found to be in non-compliance on a particular worksite.

29. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All workmanship is subject to inspection and approval by the City Traffic Engineer, or his designee.

30. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the City Traffic Engineer.

31. The Contractor will be responsible for contacting the City Traffic Engineer or his designee daily to discuss the proposed work schedule for the day. This should be done at either the beginning of the day or end of the day to cover the previous day's work or the next day's work schedule. Projections for the following week should be communicated by Thursday of the preceding week. If no work is anticipated for a one week period, the Contractor must notify the City Traffic Engineer or his designee by Tuesday morning of said week. Telephone or email communication is acceptable for notifications.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20___, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and _____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	**Traffic Control Striping, Markings and Legends Application**
Project No:	**2018-2060-09**
Project Description:	**Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**

City of Mobile Project Number **2018-2060-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $_____) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the bid opening to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(6) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistant.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(7) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(8) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(9) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARDSPECIFICATIONS:

(10) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(11) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(12) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY TRAFFIC ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(13) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY Traffic ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(14) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK:

(15) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(16) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(17) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(18) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(19) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will

be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(20) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(21) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the CITY TRAFFIC ENGINEER, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the CITY, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(22) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(23) Upon the final completion of the work according to the terms of these Articles of Agreement, the City Traffic Engineer shall inspect all work and materials not previously

accepted and returned. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the CONTRACTOR and rendered to the CITY. Upon receipt of the Contractor's certification of project completion, the City Traffic Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish to the City Traffic Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(24) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

OPEN TRADE:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

_____
AN INDIVIDUAL

WITNESSES:

_____

OZARK STRIPING CO. INC.
_____
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT

ATTEST:

_____
ITS SECRETARY

10/8/18
_____
DATE

CORPORATE SEAL

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. SECTION 105.06 *COOPERATION BY THE CONTRACTOR (b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   If requested by the CITY TRAFFIC ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in associated work items. At the request of the CITY TRAFFIC ENGINEER in writing, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against City of Mobile or its agents.

2. SECTION 108.01 *SUBLETTING AND ASSIGNMENT (a) SUBLETTING;* PARAGRAPH 1 *LIMITATIONS OF THE EXTENT OF SUBLETTING* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The CITY TRAFFIC ENGINEER reserves the right to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the CITY TRAFFIC ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the CONTRACTOR will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions. The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

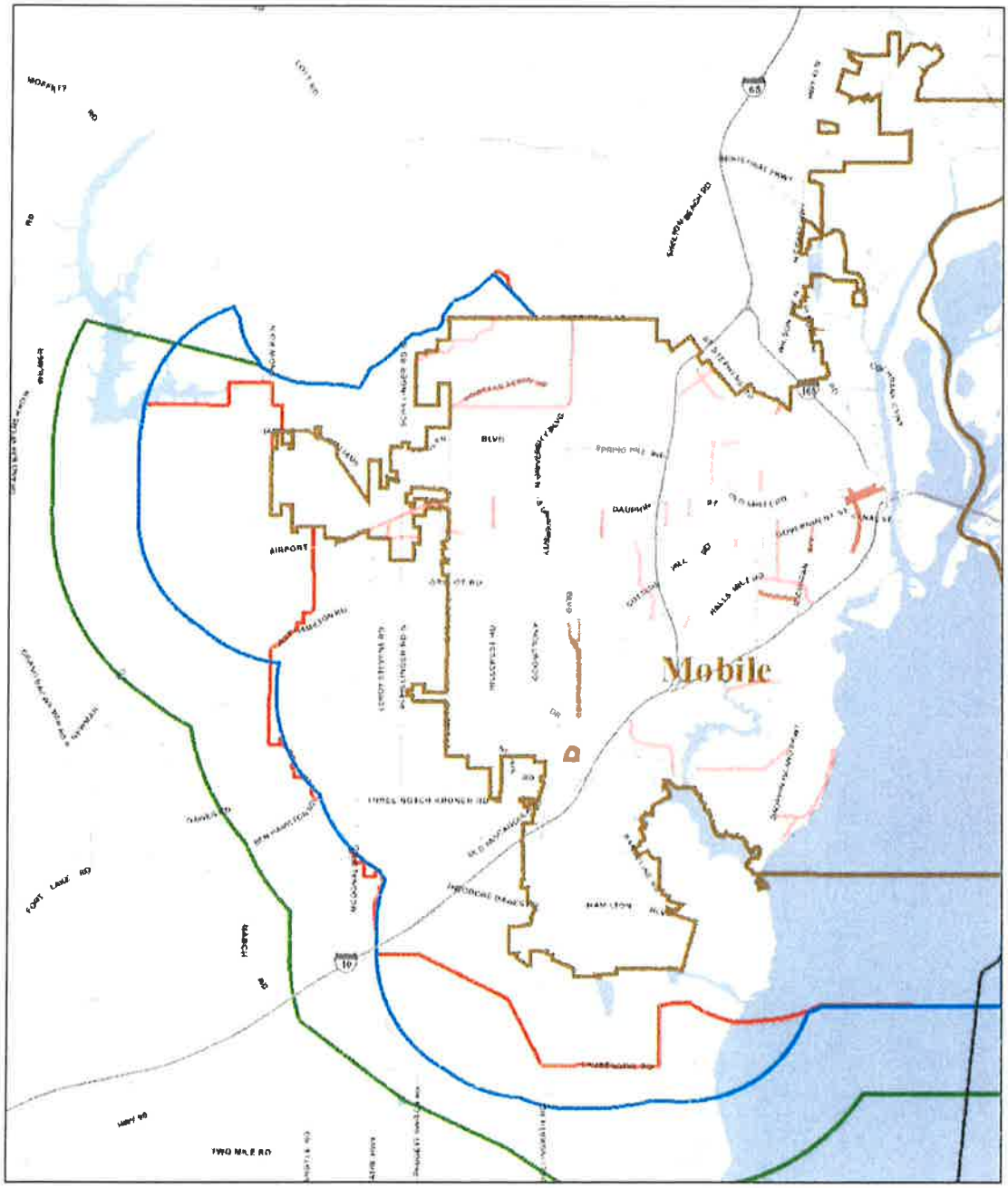
ATTACHMENT A

LOCATION

Roadname	Limits
Bay Front Rd	Bay Crescent Dr to Terrell Rd
Bay Shore Ave	Old Shell Rd to Cotton St
Bolling Brothers Blvd	McVay Dr to terminus
Club House Rd	Dauphin Island Pkwy to Scenic Dr
Houston St	Conti St to Fairfield St
Lakeside Dr	Government Blvd to Cottage Hill Rd
Magnolia Grove Pkwy	Moffet Rd to Lamplighter Dr
Main St	Berkley Ave to Mobile St
McGregor Ave	Airport Blvd to Dauphin St
Michigan Ave	Government St to California St
N Demetropolis	Cottage Hill to Demetropolis
Sage Avenue	Emogene St to Dauphin Street
Park Rd	Terrell Rd to Alba Ave
Riviere Du Chien Rd	Halls Mill Rd to Riviere Du Chien Ct
Springdale Blvd	Dauphin St to terminus
Terrell Rd	Bay Front Rd to Dauphin Island Pkwy
Dawes Rd	Schillinger Rd to City Limits
Howells Ferry Rd	Moffatt Rd to Cody Rd
Overlook Road	Moffatt Rd to Howells Ferry RD
Old Government St Road	Dawes Rd to City Limits
First Avenue	East I-65 Service Rd to City Limit
N. Layfayette St	Springhill Ave to Old Shell Rd

Airport Blvd	Cody Rd to City Limits
Craft Highway	MLK Avenue to City Limits
Demetropolis Road	US 90 to Cottage Hill Road
Duval St	D.I.P. to Broad St
Florida Street	Edington Dr South to Springhill Ave
Hillcrest Road	Airport Blvd to Old Shell Rd
Hurtel St	Michigan Ave to D.I.P.
USA Medical Center Dr	Mobile St to Stanton Rd
Montlimar	Cottage Hill to Airport Blvd
Old Military Rd	Hoppin St to terminus
Pinehill Drive	Airport Blvd to Government St
Providence Park Dr S	Cody Rd to Providence Park Dr E
St. Francis St	Spring Hill Ave to Water St
Stanton Rd	Costarides St to Spring Hill Ave
N. University Boulevard	Overlook Rd to Bear Fork Rd
Washington Ave	Congress St to Virginia St
Government Blvd	Water St to Claiborne St

City of Mobile



September 5, 2018

Lines

- Override 1
- Override 2

Mobile Corporate Limits

- MOBILE

1:144,453

0 1.5 3 6 mi

0 2.5 5 10 km

ATTACHMENT B

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT C

CITY OF MOBILE

SUBCONTRACTING AND MAJOR SUPPLIER PLAN

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on , you are required to complete the "good faith effort" documentation on . When so required, failure to adequately address the good faith effort factors on will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About : The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About : The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Company	OZARK STRIPING CO., INC.
Address	1273 W. ROY PARKER ROAD OZARK, AL 36360 or POST OFFICE BOX 847 OZARK, AL 36361
Telephone	334-774-2138
E-Mail	debbiesharpe@ozarkstriping.com

RFP/RFQ Solicitation Number	
Project Description	Application of Thermoplastic Striping, Markings and Legends
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Printed Name: Leon M. Gross III

Signature: _____ Date: 10-08-2018

Title: President

The following employee will be designated as the for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Leon M. Gross III Title: President

E-mail:_ Phone: 334-774-2138

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

NO SUBCONTRACTORS

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

(Attach additional pages if necessary)

						Official Verification Only

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

☐	☐	
		- The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		- The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

ATTACHMENT D

E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Leon M. Gross III (affiant) who, being duly sworn says as follows:

President/CEO of Ozark Striping Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Ozark Striping Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said corporation is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 510105.

Leon M. Gross III

CEO of Ozark Striping Co., Inc.

Sworn to and subscribed before me this the 8 day of October, 2018.
I certify that the affiant is known to me to be the identical party he or she claims to be.

Debbie Sharpe

Signature and Seal of Notary Public

ATTACHMENT E

CERTIFICATIONS, AFFIDAVITS

& PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO.: 2018-2060-09
PROJECT NAME: Traffic Control Striping, Markings, and Legends Application

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR:_____ SURETY:_____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this the

_____ day of _____ , 20___.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

CITY OF MOBILE
CITY PROJECT NO.: 2018-2060-09
PROJECT NAME: Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

STATE OF: _____ COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

____ day of _____, 20___ By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE
CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by City a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the City.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the City.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

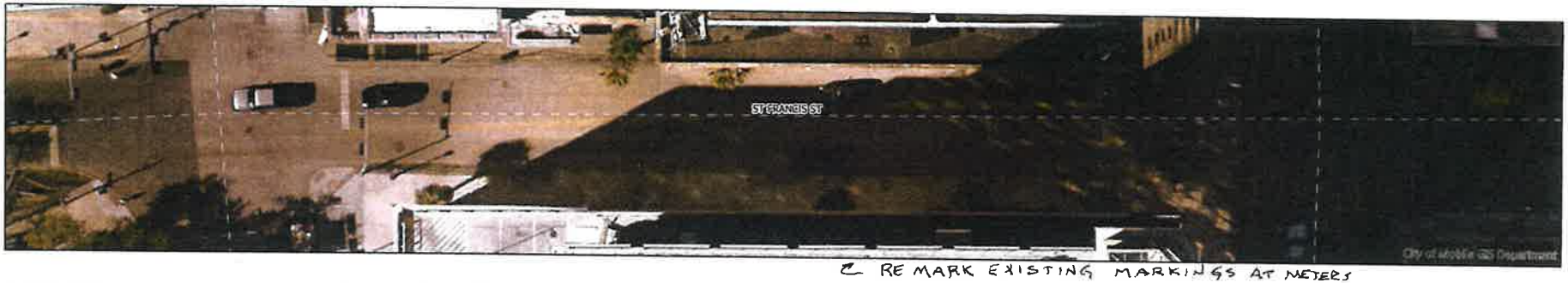
ATTACHMENT F

PROJECT ADDENDUMS

ATTACHMENT G

PROJECT PLAN SHEETS

St Francis St from N Royal St to St Joseph St



RE MARK EXISTING MARKINGS AT METERS

St Francis St from Joseph St to N Conception St

MARK LINES AT METER HEADS AND HALF WAY BETWEEN THE METERS

St Francis St from N Conception St to N Joachim St

RE-PLACE, "REPAINT" EXISTING LINES PLUS NEW ONES (DIAGONAL LINES)

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th Fl. S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

0 15 30 60 90 120 US Feet

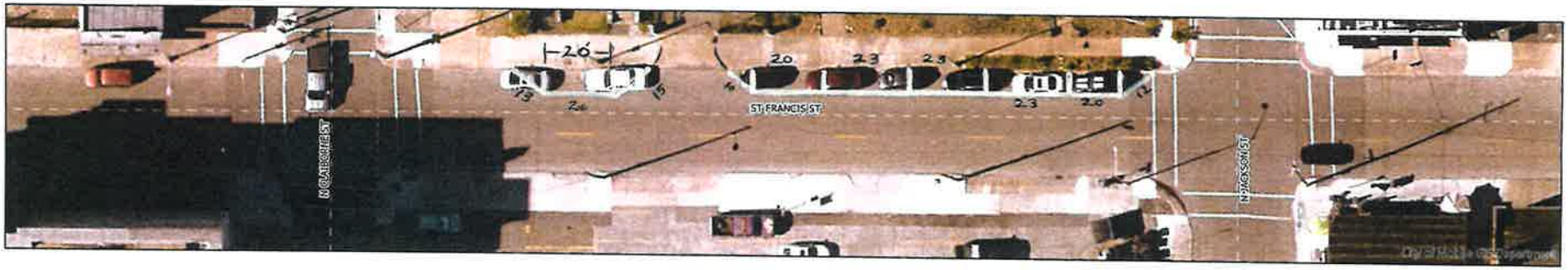
1 inch equals 30 feet

N

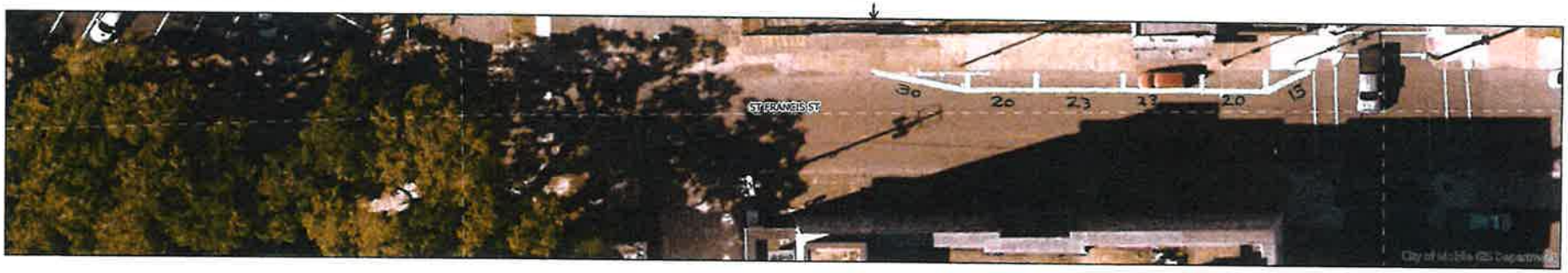
Aerial Photos Feb 2017
Date Printed: 8/23/2018

St Francis St from N Joachim St to N Jackson St

St Francis from N Jackson St to N Claiborne St



St Francis from N Claiborne St to N Franklin St



City of Mobile
Geographic Info. Systems Dept.

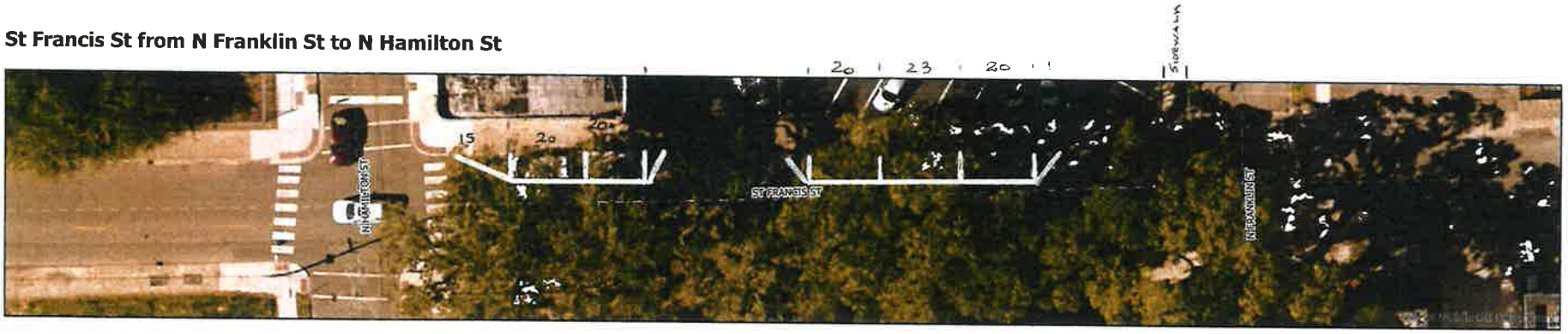
0 15 30 60 90 120 US Feet

1 inch equals 30 feet

N

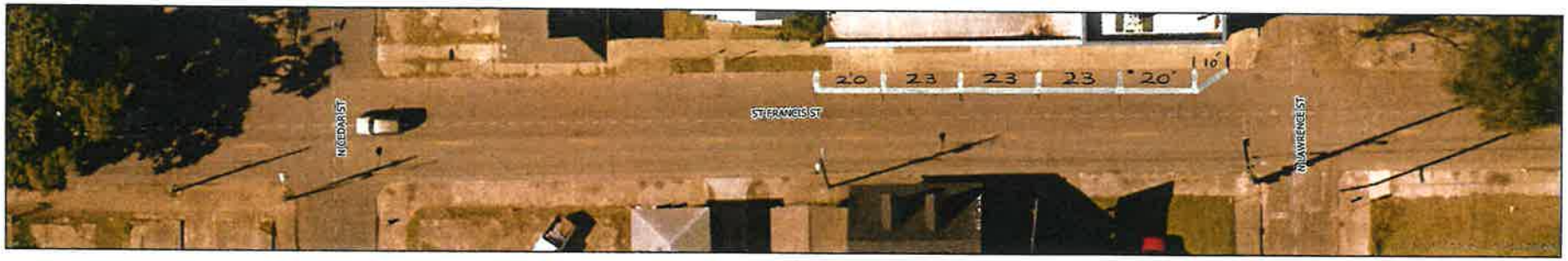
Aerial Photos Feb 2017
Date Printed: 8/23/2018

St Francis St from N Franklin St to N Hamilton St



St Francis St from N Hamilton St to N Lawrence St

St Francis St from N Lawrence St to N Cedar St



City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
PO Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

0 15 30 60 90 120 US Feet

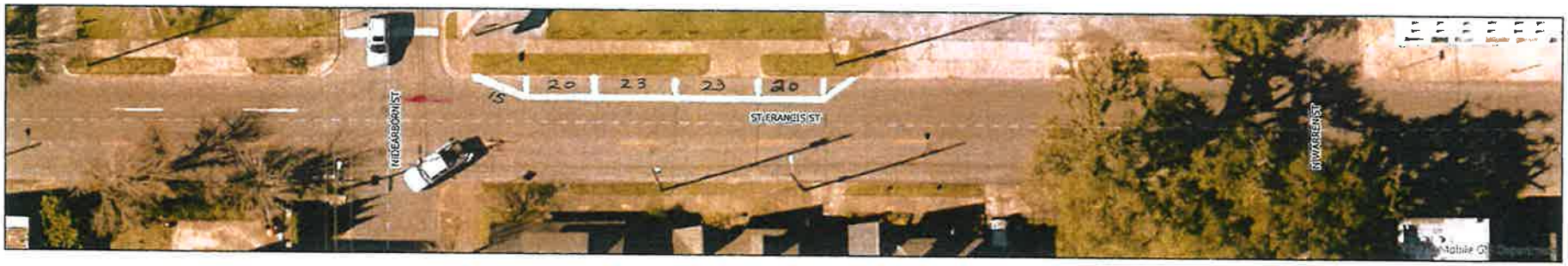
1 inch equals 30 feet

N

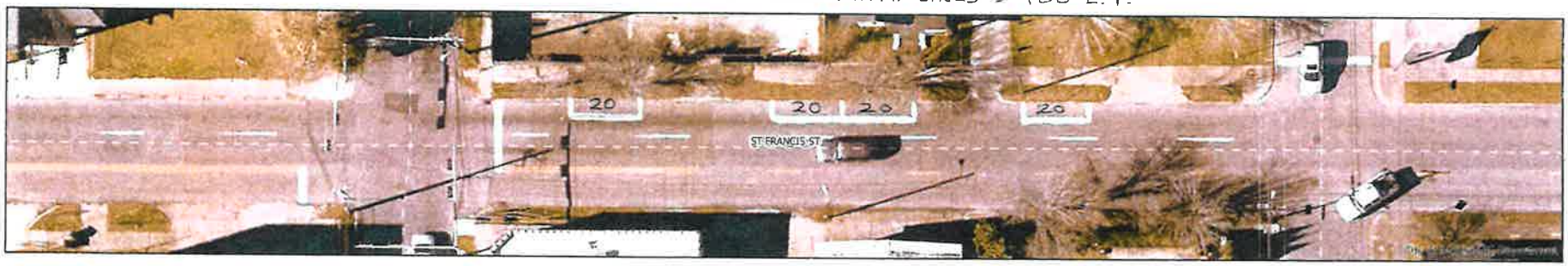
Aerial Photos Feb 2017
Date Printed: 8/23/2018

St Francis St from N Cedar St to N Warren St

St Francis St from N Warren St to N Dearborn St



St Francis St from N Dearborn St to N Washington Ave REMOVE (GRIND) & SKIP WHITE LINES = 180 L.F.



City of Mobile
Geographic Info. Systems Dept.

0 15 30 60 90 120 US Feet

1 inch equals 30 feet

N

Aerial Photos Feb 2017
Date Printed: 8/23/2018

St Francis St from N Washington St to N Scott St

REMOVE (GRIND) 5 WHITE SKIP LINES = 1500 L.F.

St Francis St from N Scott St to N Bayou St

NA

St Francis St from N Bayou St to N Broad St

NA

This last secton is 1" = 40 ft'

City of Mobile
Geographic Info. Systems Dept.

0 20 40 80 120 160 US Feet

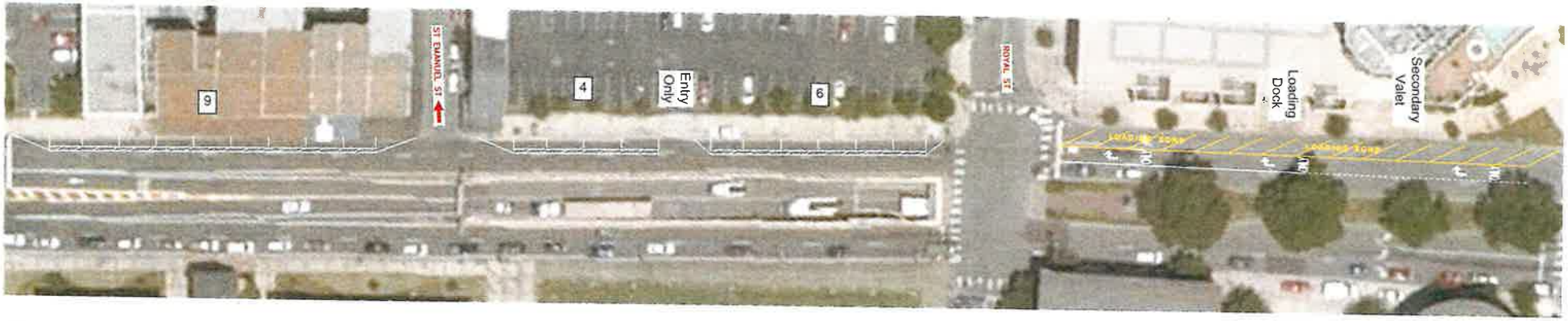
1 inch equals 30 feet

N

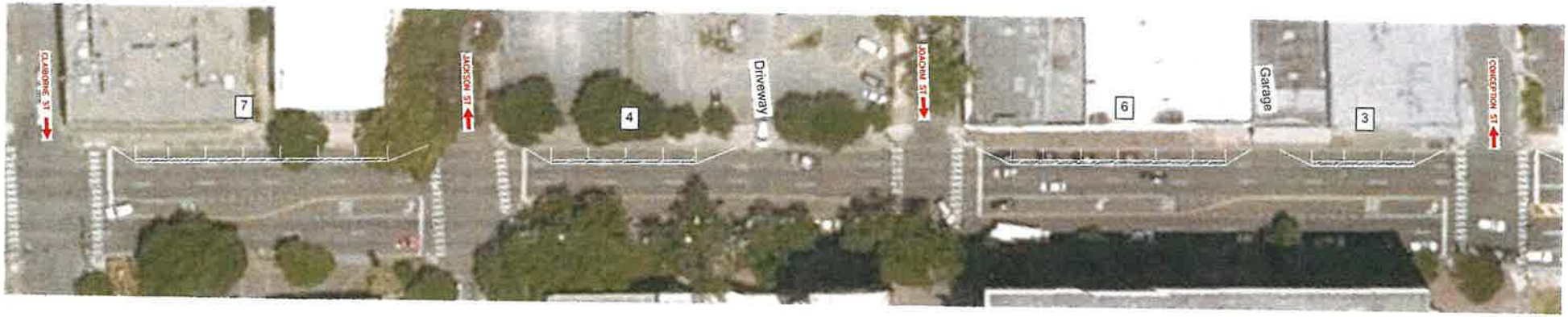
Aerial Photos Feb 2017
Date Printed: 8/23/2018

Government Street Parking Addtions from Water Street to Claiborne Street

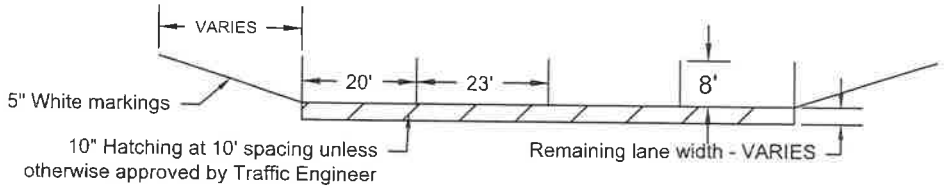
Water Street to Conception Street



Conception Street to Claiborne Street



PARKING DETAILS



Notes:

1. Any existing striping in conflict with proposed striping plan shall be removed as part of this contract.
2. Parking detail is provided for bidding purposes. Exact detail may be altered at time of Preconstruction Meeting if necessary.
3. If field conditions prevent the striping as indicated above, no changes shall be made without authorization of the Traffic Engineer.

OZARK STRIPING CO. INC.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Ozark Striping Company, Inc. is an Equal Employment Opportunity Employer. It is the policy of this company to afford equal employment opportunity to all qualified persons without regard to their race, religion, sex, color, age, disability, or national origin. This policy shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship pre-apprenticeship, and/or on-the-job training.

It is the further policy of this company to comply and cooperate to the fullest extent with all applicable regulations of the Civil Rights Act of 1964 and Executive Order No. 11246.

This policy pertains to, as far as the responsibility of this company is concerned, to any arrangement under which employees, including apprentices and trainees, are selected to work.

I, Wesley Edge Angeloff, will be responsible for implementing the company's program, thus taking on the title of Equal Employment Opportunity Officer. I will coordinate the equal employment opportunity efforts of superintendents, foremen, etc. I will make recommendations where appropriate to correct any deficiencies noted in the company's program. I can be contacted at: P. O. Box 847, Ozark, AL 36361.

My telephone number is: (334)774-2138.

Wesley Edge Angeloff
EEO Officer

P. O. BOX 847 ■ 1273 WEST ROY PARKER ROAD ■ OZARK, ALABAMA 36361-0847 ■ PHONE 334-774-2138 ■ FAX 334-774-9073

"An Equal Opportunity Employer"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Lisa Breakwell
PHONE (A/C, No, Ext): 800-489-0105 **FAX (A/C, No):**
E-MAIL ADDRESS: lisab@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Family Home Insurance Company	23450
INSURER B : Middlesex Insurance Company	23434
INSURER C : AlaComp	
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED OZARSTRICOM
Ozark Striping Company, Inc.
P.O. Box 847
Ozark AL 36361

COVERAGES **CERTIFICATE NUMBER:** 248404671 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			88A5GL0000531	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 15,000
	POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	**AUTOMOBILE LIABILITY**			A0074818001	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			001201824047001 HDOG27866670	1/1/2018 1/1/2018	1/1/2019 1/1/2019	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N / A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. 2018-2060-09, Mobile County, AL
City of Mobile is included as additional insured for General Liability where required by written contract.

CERTIFICATE HOLDER

City of Mobile
Post Office Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Hank Shotts

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
09-771	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/30/2018

Submitted by:
Nick Amberger, City Engineer, Engineering Dept.

Sponsored by:
Mayor Sandy Stimpson
Councilmember C.J. Small

Purpose and Scope of Project:
We are requesting that $6,801.50 be transferred from Proj#C0052 Miscellaneous Citywide Drainage to Proj#C0382 McNally Park Dredging - 2018. This is a NON-CIP budget increase agenda item request. This amount is reflected as Alabama Municipal Trust Fund in Proj#C0052.

Funding Source

Project # McNally Park Dredging - 2018 Proj#C0382 **Discretionary Funds**
Project String 20102010.48010 **Contract Number:**
Budget Amendment **REDUCE** **INCREASE** 6801.50
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Proj#C0382 MCNALLY PARK DREDGING - 2018	Cover Memo	10/23/2018

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/24/2018 - 10:38 AM
Finance	McMillan, Marilyn	Approved	10/24/2018 - 4:20 PM
Legal	Hill, Ashton	Approved	10/25/2018 - 8:48 AM
Mayors Office	Wesch, Paul	Approved	10/25/2018 - 12:50 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the sum of $6,801.50 be reallocated from Capital Project (C0052), Miscellaneous Citywide Drainage – Alabama Municipal Trust Fund 20102010.48010 Construction to Alabama Municipal Trust Fund 20102010.48010 (C0382) McNally Park Dredging - 2018, District 3, 20102010.48010 Construction.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

City of Mobile, Engineering Department
208-7457

MEMORANDUM

TO: City of Mobile, City Clerk

FR: Nick Amberger, City Engineering

CC: Natalie Kent, Fiscal Officer

DATE: October 23, 2018

RE: Agenda Item for Proj#C0382, District 3, McNally Park Dredging – 2018 (Eng. proj# 2018-3005-23), $6,801.50

We are requesting that $6,801.50 be transferred from Proj#C0052 Miscellaneous City Wide Drainage to Proj#C0382 McNally Park Dredging - 2018. This is a NON-CIP budget increase agenda item request. This amount is reflected as Alabama Municipal Trust Fund in Proj#C0052.

/Encl

Marilyn McMillan
avail Ala Muni Trust
8.0,166.77

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
13-772	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/30/2018

Submitted by:
Nick Amberger

Sponsored by:
Mayor Sandy Stimpson

Purpose and Scope of Project:
Close out change order to compensate for necessary labor, materials and equipment to perform the maintenance dredging.

Amount of Contract:
$21,951.50

Funding Source
Project # #C0382 McNally Park Maintenance Dredging
Project String
Budget Amendment **REDUCE** **INCREASE**
Grant Funds

Discretionary Funds
Contract Number: Original contract number #1790

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
McNally Park Maintenance Dredging	Cover Memo	10/23/2018

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/24/2018 - 10:42 AM
Finance	McMillan, Marilyn	Approved	10/24/2018 - 4:20 PM
Legal	Hill, Ashton	Approved	10/25/2018 - 8:47 AM
Mayors Office	Wesch, Paul	Approved	10/25/2018 - 12:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of -- _____ (Date)

Item No. -- _____

Submitted by: Engineering (Department) Nick Amberger (Department Head)

Sponsored by: William S. Stimpson Mayor – City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: McNally Park Maintenance Dredging with C&C Marine, LLC (Vendor #294598) Original Contract #1790, COM Project No. 2018-3005-23

PURPOSE & SCOPE OF PROJECT: accept change order with C&C Marine, LLC

RESOLUTION X ORDINANCE _____ OTHER _____

ORIGINAL CONTRACT PRICE: $198,850.00
CHANGE ORDER #1: $22,951.50
REVISED CONTRACT PRICE: $220,801.50

Funding Source:
Budget Item C0382

Associated Costs:
Current year (itemize)
Type: n/a Amount: n/a

Future years
Year*: n/a Amount: n/a

*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: Upon Council Approval

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a change order, by and between the City of Mobile and the company listed below, for work as outlined in the change order attached hereto and made a part hereof as set forth in full, subject to the company signing the change order and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	C & C Marine, LLC
Project Name:	McNally Park Maintenance Dredging Project No. 2018-3005-23
Estimated Cost:	$21,951.50

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 1 DATE October 15, 2018

PROJECT NAME AND NUMBER McNally Park Maintenance Dredging; Project No. 2018-3005-23

AT

TO C & C Marine, LLC,
3280 Dauphin Street, Suite B-123
Mobile, AL 36606

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated August 14, 2018 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: This is a close out change order to compensate for the necessary labor, materials, and equipment to perform the maintenance dredging:

Estimated Over Run (Attachment "A")	$	68,976.50
Estimated Under Run (Attachment "B")	$	(47,025.00)
Additional Items (Attachment "C")	$	0.00
Original Contract Price	$	198,850.00
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	0.00
THIS CHANGE ORDER NUMBER 1 (ADD)	$	21,951.50
Revised Contract Price this Date	$	220,801.50

Extension of time resulting from this change order N/A

BY:

Mayor

ATTEST:

City Clerk

City Engineer

ACCEPTED BY: Scott Carter

Owner/President

ATTEST:

Witness/Secretary

10-19-2018

Date

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: McNally Park Maintenance Dredging

PROJECT NUMBER: 2018-3005-23

The attached change order number 1 to contract with C&C Marine, LLC

dated August 14, 2018 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

_____ 5. See attached letter.

_X_ 6. Other: Field conditions had changed since the initial assessment requiring additional removal of material.

REMARKS: _____

_____

City Engineer

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
21-773	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/30/2018

Submitted by:
Brad Christensen, Director of Real Estate Asset Management

Sponsored by:
Various Council Members, and Mayor William S. Stimpson

Purpose and Scope of Project:
To perform the Fire Sprinkler Repairs at Various City of Mobile Locations

Amount of Contract:
$26,727.00

Funding Source

Project # FIRE SPRINKLER REPAIRS VARIOUS CITY OF MOBILE LOCATIONS SR-005-18 — **Discretionary Funds**

Project String — **Contract Number:**1887

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FIRE SPRINKLER REPAIRS VARIOUS CITY OF MOBILE LOCATIONS SR-005-18	Cover Memo	10/19/2018

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	10/19/2018 - 2:25 PM
Finance	McMillan, Marilyn	Approved	10/23/2018 - 4:29 PM
Legal	Hill, Ashton	Approved	10/24/2018 - 9:03 AM
Mayors Office	Wesch, Paul	Approved	10/25/2018 - 9:21 AM

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: FIRE SPRINKLER REPAIRS VARIOUS CITY OF MOBILE LOCATIONS

BUDGET PROJECT CO018 DATE OF RECEIPT:_____

BUILDING SERVICES PROJECT #: SR-005-18

PROJECT DESCRIPTION: To perform the Fire Sprinkler Repairs at Various Ciy of Mobile locations

CONTRACT AMOUNT: $26,727.00

VENDOR NAME: A1 FIRE PROTECTION, INC.

VENDOR NUMBER: 295622

DEPT #:3037 DEPT NAME: Building Services

CONTRACT ADMINISTRATOR: Osiel Elortegui

Please Select by circling one (Type):

Professional Services Architectural Engineering Testing

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N_X__; 5% of the 1st 50% _____ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Veronique Holt **Date: October 5, 2018**

Revised 2/25/2016 Marilyn McMillan

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Various

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:	A1 Fire Protection, Inc.
Project Name:	Fire Sprinkler Repairs Various City of Mobile Facilities
Project Number:	SR-005-18
Amount:	$26,727.00

Adopted:

_____

City Clerk

STANDARD CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **CONTRACTOR**: A1 Fire Protection, Inc
9777-A Betty's Way
Semmes, Alabama 36575

City of Mobile License Number: 109520

for the following PROJECT:

PROJECT NAME: FIRE SPRINKLER REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE

PROJECT NUMBER: SR-005-18

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Contractor shall furnish all labor, materials, tools, equipment, and supplies and sustain all expenses incurred in performing the Fire Sprinkler Repairs at various City of Mobile locations. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The term of the Contract shall extend for Forty-Five (45) days from the date of the written Notice to Proceed, by the Owner.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the work performed, subject to additions and deductions provided therein, in current funds, the Contract Sum of:

Twenty Six Thousand Seven Hundred Twenty Seven Dollars and No Cents	($26,727.00)
(Amount in Words)	(Amount in #'s)

which includes a Five Thousand Dollar and no cents ($5,000.00) Allowance for the sprinkler head replacement at Hillsdale Recreation Center.

3.2 Allowance:

A. Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of sprinkler heads at Hillsdale Recreation Center, as required for a complete, function project. Contractor shall provide an itemized proposal for required work.

B. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

3.3 Schedule of Values:

Gulf Coast Exploreum:	$ 1,028.00
GulfQuest Maritime Museum:	$ 3,943.00
Fire Station #28:	$ 548.00
Hillsdale Recreational Center:	$ 2,264.00
Mobile Convention Center:	$ 7,485.00
Mobile Museum of Art:	$ 1,863.00
TSAC (Woodcock School):	$ 4,599.00

3.4 Unit Pricing:

Sprinkler Head Replacement for Hillsdale Recreational Center ONLY:	$ 150.00 per head

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Contractor on account of the Contract as follows:

A. Payments shall be made for the completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:
5.1 The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:
6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated September 7, 2018	9 pages
2. Bid Form, dated September 7, 2018	4 pages
3. Specifications, dated September 7, 2018	
Section 01000 – Scope of Work	2 pages
4. This Instrument (Agreement)	7 pages

ARTICLE 7. Insurance:
7.1 Required coverage:
7.1.1 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Contractor.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.
   3. Or, in lieu of (1) and (2) above:
      Bodily injury and property damage combined –$1,000,000 per occurrence
   4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.

3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance
   1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

   2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its

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

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

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ARTICLE 9. Signature:

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

OWNER: City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

CONTRACTOR:

David G. Reed, Jr.
Signature

DAVID G. REED, JR. V.P.
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

ATTEST:

Signature

Deborah Garrison, Secretary
Printed Name and Title

Brad Christensen, Director
Real Estate Asset Management

END OF SECTION

SECTION 01000 – SCOPE OF WORK
September 12, 2018

The Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all expenses incurred in performing the Fire Sprinkler Repairs at various City of Mobile locations, per the following specifications:

- Gulf Coast Exploreum – 65 Government Street, Mobile, AL
    1. Replace Four (4) sidewall sprinkler heads in the women's restroom and Three (3) side wall sprinkler heads in the men's restroom, 1st floor, outside of the IMAX theater.
    2. Replace One (1) concealed sprinkler head with new concealed sprinkler head and concealed plate in the soffit in front of the restrooms on 1st floor, outside of the IMAX theater.
    3. Install One (1) new concealed sprinkler head with associated pipe and fittings on the 2nd floor exhibit area behind the wall that is obstructing the existing sprinkler head. Repairs and Painting of walls and ceiling will be performed by Owner.
    4. Replace One (1) concealed sprinkler head with a new concealed sprinker head and concealed plate in women's restroom, 1st floor, outside of the IMAX theater.

- GulfQuest Maritime Museum – 155 South Water Street, Mobile, AL
    1. Conduct 5-year Internal Pipe Obstruction Inspection for 1 system in basement and 10 sectional systems, located on each floor. Include replacement of Twelve (12) new water/air gauges per riser on each floor. Contractor to verify during field inspection and price bid accordingly.
    2. Troubleshoot and repair fire pump test header leak.

- Fire Station #28 – 7050 Old Military Road, Mobile, AL
    1. Install Two (2) new OS&Y Tamper Switches on backflow preventer.

- Hillsdale Recreational Center – 558 Felhorn Road East, Mobile, AL
    1. Replace Water Motor Alarm.
    2. Replace Three (3) sprinkler heads in hallway in front of family restroom.
    3. Clean 147 loaded sprinkler heads in the following areas: Office #1, Office #2, Meeting Room, Kitchen, Hallways, Boys Restroom, Game Rooms, and Weight Room.
    4. If loaded sprinkler heads must be replaced, Contractor will use the Allowance, as stated in the Bid Form and Contract Agreement Unit Pricing will be used on a per sprinkler head replacement basis and must be approved by Owner.

- Mobile Convention Center – 1 South Water Street, Mobile, AL
    1. Room 107A – Replace the 4" dry pipe valve and OS&Y tamper switch, complete with trim, alarm devise, and miscellaneous pipe and fittings, with external reset plunger.
    2. Room 132 – Replace the 4" dry pipe valve and OS&Y tamper switch, complete with trim, alarm devise, and miscellaneous pipe and fittings, with external reset plunger.

3. South VIP Lounge – Replace Ten (10) painted sprinkler heads and resize Three (3) drops to match ceiling elevation.
4. Room 9 – Relocate Five (5) upright sprinkler heads as required to proper coverage.
5. Third Floor Kitchen – Replace Ten (10) wet sprinkler heads in the kitchen area, and Seven (7) dry pendent sprinkler heads in the coolers and freezers.
6. Replace One Hundred (100) missing chrome escutcheon rings throughout building.

- Mobile Museum of Art – 4850 Museum Drive, Mobile, AL
  1. Install Two (2) new Backflow Preventer OS&Y

- TSAC (Woodcock School) – 261 Rickarby Street, Mobile, AL
  1. Conduct 5-year Internal Pipe Obstruction Inspection for 1 system and 10 sectional systems. Include replacement of new water/air gauges per riser.
  2. Replace Thirty-Six (36) sprinkler heads in the following areas: Storage Bathroom (2 sprinkler heads), Cafeteria (28 sprinkler heads), Classroom #11 (2 sprinkler heads), and Classroom #15 (4 sprinkler heads). Contractor to verify during field inspection and price bid accordingly. (Classroom #11 and the Computer Room are the same.)

END OF SECTION

E-Verify

Company ID Number: 1346698

Approved by:

Employer A1 Fire Protection Inc	
Name (Please Type or Print) Leah M Dearmon	Title
Signature Electronically Signed	Date 10/01/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/01/2018

E-Verify

Company ID Number: 1346698

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	A1 Fire Protection Inc
Company Facility Address	9777A Bettys Way Semmes, AL 36575
Company Alternate Address	PO Box 2418 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	823358155
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
THE NORWOOD AGENCY LLC
717 LAKESIDE DRIVE
MOBILE AL 36693

CONTACT NAME: DAVID STROECKER
PHONE (A/C, No, Ext): 251-661-1903 FAX (A/C, No): 251-661-1962
E-MAIL ADDRESS: DSTROKE1@AOL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LLOYDS OF LONDON	
INSURER B: THE SHEFFIELD FUND/ EVANSTON INS	
INSURER C: CNA/WESTERN SURETY CO	
INSURER D: NATIONAL GENERAL INS CO	
INSURER E:	
INSURER F:	

INSURED
A-1 FIRE PROTECTION, INC
P. O. BOX 3045
SEMMES AL 36575

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC	X	X	FSG000296-00	12/18/2017	12/18/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY ☑ ANY AUTO ☑ ALL OWNED AUTOS ☐ HIRED AUTOS ☑ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			27549286	06/25/2018	06/25/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			UMB10022018	10/02/2018	10/02/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	600-2018-111703-00	02/28/2018	12/31/2018	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	LICENSE BOND			63443556	12/05/2017	12/05/2018	CITY OF MOBILE /$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NAME: JOB#SR005-18 CITY OF MOBILE BUILDING SERVICES FIRE SPRINKLER REPAIRS AT VARIOUS CITY OF MOBILE LOCATIONS
CITY OF MOBILE IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY. ALL POLICIES EXCEPT WORKERS COMPENSATION SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE IN FORCE OR WHICH MAY BE PURCHASED BY ADDITIONAL INSURED. WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF MOBILE WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION AND EMPLOYERS LIABILITY
30 DAY NOTICE OF CANCELLATION, NON RENEWAL OR MATERIAL CHANGE SHALL APPLY(EXCEPT 10 DAYS FOR NON-PAYMENT)

CERTIFICATE HOLDER
CITY OF MOBILE, BUILDING SERVICES
P. O. BOX 1827
MOBILE AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DAVID STROECKER

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
21-774	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/30/2018

Submitted by:
Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:
Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:
For repairs at the Cruise Terminal Parking Garage

Amount of Contract:
$8,500.00

Funding Source

Project # Alabama Cruise Terminal Parking Deck Repairs - Phase 2, CT-004-19

Discretionary Funds

Project String 20002000-42200

Contract Number:1886

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Parking Deck Repairs at the Cruise Terminal - Phase 2	Cover Memo	10/23/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/23/2018 - 12:20 PM
Finance	McMillan, Marilyn	Approved	10/23/2018 - 4:19 PM
Legal	Hill, Ashton	Approved	10/24/2018 - 9:07 AM
Mayors Office	Wesch, Paul	Approved	10/25/2018 - 9:20 AM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: Barter & Associates, Inc.

Project Name: Alabama Cruise Terminal
Parking Deck Repairs – Phase2

Project Number: CT-004-19

Amount: $8,500.00

Adopted:

_____

City Clerk

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Alabama Cruise Terminal – Parking Deck Repairs – Phase 2

ARCHITECTURAL ENGINEERING PROJECT# CT-004-19

PROJECT # C0259 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT $8,500.00

VENDOR NAME Barter & Associates, Inc.

VENDOR NUMBER 21377

DEPT # 3032 **DEPT NAME** Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N_X_ ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: B. Rhodes **Date** 10/22/18

Revised 2/25/2016 Marilyn McMillan

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Alabama Cruise Terminal – Parking Deck Repairs – Phase 2

ARCHITECTURAL ENGINEERING PROJECT# CT-004-19

PROJECT # C0259 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT $8,500.00

VENDOR NAME Barter & Associates, Inc.

VENDOR NUMBER 21377

DEPT # 3032 **DEPT NAME** Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N_X_ ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: B. Rhodes **Date** 10/22/18

Revised 2/25/2016 Marilyn McMillan

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

This Agreement made and entered into this_____day of _____, Two Thousand and _____.

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

And the Consultant: Barter & Associates, Inc.
1614 Government Street
Mobile, Alabama 36604-1102

For the following Project: Alabama Cruise Terminal
Parking Deck Repairs – Phase 2
One South Water Street
Mobile, Alabama 36602

Project Number: CT-004-19

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Eight Thousand Five Hundred Dollars and no cents ($8,500.00).

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated October 8, 2018.

1.1.3 As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

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

2.1.2 ENGINEER IN CHARGE

Firm Name: Barter & Associates, Inc.
Address: 1614 Government Street, Mobile, Alabama 36609
Phone/Fax Number: 251-473-8354 / 251-473-8356
Email address: mbarter@barterse.com
Name: Marc S. Barter Engineer License No.: 12749

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed. Deliverables shall be Three (3) sets of original sealed Documents, along with Electronic Digital Format files for all documents, including the technical specifications in Word format and drawings and other applicable documents in AutoCAD format.

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

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

3.1.4 The Consultant shall indemnify and save harmless the Owner, its employees, agents, servants and officials from all loss from claims, suits, actions, damages and costs of every name and description for injury to person(s) or damage to property resulting or arising from Consultant's negligence in performance of the services provided for under this Agreement.

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

3.1.6 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance.

3.1.7 Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.

3.1.8 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State and Local laws concerning non-discrimination, including Section 14.1 and Section14.2, Code of the City of Mobile, as adopted December 10, 1991.

B. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

4.1 CONTRACT DOCUMENTS

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

1. Consultant Proposal, dated October 8, 2018;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements;
4. This Instrument (Agreement).

5.1 DISPUTE RESOLUTION

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

5.1.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile. Alabama.

6.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONSULTANT: Barter & Associates, Inc.

Signature

Marc S. Barter, P.E., S.E., SECB, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Kimberly Harden, Director
Architectural Engineering Department

ATTEST: Consultant

Signature

Tracy L. Thomas, Office Manager
Printed Name and Title

BARTER & ASSOCIATES, INC.
Structural Engineers

October 8, 2018

Ms. Cindy Klotz
Architectural Engineering Department
City of Mobile
205 Government Street, Room 558
Mobile, AL 36602

RE: Cruise Terminal Parking Deck 2019 Repairs
CT-004-19

Dear Cindy:

We are pleased to provide the following fee proposal for engineering services related to the repairs to the Cruise Terminal parking garage. The scope of engineering services as we understand it will be to provide engineering drawings and specifications for the miscellaneous repairs to the parking deck to be implemented during the 2019 January dry docking of the ship. Our services will include a re-inspection of the structure to triage those items noted in a previous report which were implemented. We will prepare construction documents addressing those items to be issued in early November. Additionally, due to the inability to inspect the concrete floor surface because of vehicles, we will be onsite providing field direction to the contractor for repairs to be paid for according to unit prices requested in the bids.

The following fees shall be charged for the work described above:

Preparation of Contract Documents:	$5,500
Construction Phase Services:	$3,000

Please review the above and let us know if we have accurately interpreted the planned scope of work and that the fee is acceptable.

Sincerely,

Marc S. Barter

Marc S. Barter, P.E., S.E., SECB

EXHIBIT 1
City of Mobile Insurance Requirements Consultant

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

E. Professional Liability Insurance:

1. Projects $0 - $1,000,000 $1,000,000 /$2,000,000 annual aggregate

   Projects over $1,000,000 to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form are attached for Consultant's reference.

Exhibit 2
Payment Process

1. The Consultant shall submit his request for payment on approved, standard forms.

2. Where compensation is based on a Stipulated Sum, Progress Payments for Basic Services for each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	12.5%
Design Development Phase:	15%
Construction Documents Phase:	50%
Bidding or Negotiation Phase:	2.5%
Construction Phase:	20%
Total Basic Compensation	100%

3. Payments to Consultants shall be made upon approval of each phase except for Construction Phase. During Construction Phase, the percentage of the progress payment shall be the percentage of approved work completed by the contractor.

4. Payment process: Design consultant submits invoice to AE Department for work complete. Fiscal Officer will verify contract amount and other figures. Project Manager will review invoices, and verify percentage complete. Fiscal Officer prepares check request for approval by Architectural Engineering Director. Check request and Consultant's invoice are forwarded to the City of Mobile Accounting Department for payment.

5. Invoices submitted prior to and approved by noon Wednesday will be processed that week and a check disbursed by mail or hand the following Wednesday (one week). Invoices approved after noon on Wednesday will be processed the following week and disbursed the Wednesday following (two weeks).

BARTE-1 OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 251-450-0061 Burkholder Insurance, Inc. P.O. Box 81569 115 University Blvd. Mobile, AL 36689-1569 Paul Burkholder, III	CONTACT NAME: Kimberly Rouse PHONE (A/C, No, Ext): 251-450-0061 FAX (A/C, No): 251-450-0624 E-MAIL ADDRESS:
INSURED Barter & Associates, Inc. 1614 Government St Mobile, AL 36604-1102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Mutual Insurance — 13986 INSURER B : Alabama Retail Comp — NONE INSURER C : Safety National Casualty Corp — 15105 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	BOP6282822	03/06/2018	03/06/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BOP6282822	03/06/2018	03/06/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	BOP 6282822	03/06/2018	03/06/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	4001324-1 PRE4004287	01/01/2018 01/01/2018	01/01/2019 01/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Alabama Cruise Terminal Parking Deck Repairs - Phase 2 Project
Number: CT-004-19
Endorsements 07740 9-10, 09876 4-14 available upon request.
Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

CERTIFICATE HOLDER

MOBI123

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kimberley Rouse

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In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against certificate holder.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phyllis Constantino	
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704)256-6000	FAX (A/C, No): (704)256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Insurance Underwriters	19917
INSURED Barter & Associates, Inc. 1614 Government Street Mobile AL 36604	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL173603998 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			AEXNYABFTCG001	3/1/2017	3/1/2019	EACH CLAIM	$1,000,000
							AGGREGATE	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Alabama Cruise Terminal Parking Deck Repairs - Phase 2
Project Number: CT-004-19

CERTIFICATE HOLDER

Brenda.rhodes@cityofmobile.or

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Urichich/PHYLLI

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The ACORD name and logo are registered marks of ACORD

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Barter & Associates, Inc.

Marc S. Barter
Name (Please Type or Print)

President
Title

Signature

06/11/2012
Date

E-Verify Employer Agent Alabama Department of Homeland Security

Sherry Galbreath
Name (Please Type or Print)

Title

Electronically Signed
Signature

06/08/2012
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address: 1614 Government St.
Mobile, AL 36604

County or Parish: MOBILE

Employer Identification Number: 631056567

North American Industry Classification Systems Code: 551

Administrator:

Number of Employees: 1 to 4

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
60-775	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:46 PM

60- 2018

RESOLUTION AUTHORIZING AN INVESTIGATION INTO THE WORKING CONDITIONS IN THE PUBLIC WORKS DEPARMENT AND TO APPOINT A SPECIAL COUNSEL TO ASSIST IN THE INVESTIGATION

Sponsored by: Councilmembers Richardson, Manzie & Rich

FINDINGS

1. The City of Mobile is an Alabama Class II municipal corporation vested with a portion of the state's sovereign power to protect the public health, safety and welfare. *Ala. Code* §§ 11-45-1; 11-44C-10 *et seq*.
2. All powers of the city are vested in the Council, subject only to such limitations as may be prescribed by law. *Ala. Code* §11-44C-11.
3. In exercising its power, the Council must do so in the manner prescribed by *Ala.Code* §§ 11-44C-1 through 99, "or if not prescribed, then in such manner as may be prescribed by law or by ordinance." *Id.*
4. Section 11-44C-87 empowers the Council to make investigations into the conduct of any office, department, agency, or officer of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence.
5. Section 11-44C-38(c) authorizes the Council to obtain legal counsel outside the city merit system to advise and defend them in their respective capacities as council members and in the pursuit of the operation of government.
6. For the past several months, employees of the Public Works Department, representatives from the Mobile Public Service Workers Association, and citizens have appeared before the Council and voiced complaints about the working conditions within the department, especially in the residential trash division. Among other issues, employees have alleged that there is systematic mistreatment of employees by supervisors; that the department is understaffed and the employees are overworked; and that the administration has retaliated against employees who sought to redress their grievances with the administration.
7. The Council is mindful that its power of investigation should be reserved for only the most serious matters.
8. The number and severity of complaints made over so long a period of time is unprecedented, and the Council believes an investigation is warranted so that the Council has a full understanding of the facts underlying the complaints.
9. If the cause of these complaints is not investigated and addressed, the potential exists for a more general malaise among employees, and for the erosion of citizens' confidence in the public service.
10. It is not the intent of the Council to duplicate or bypass the personnel grievance system; rather the council seeks to establish facts that can be the basis for further discussions

with the administration and/or the Mobile County Personnel Board, new legislation, or other steps deemed necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile, Alabama as follows:

11. That the Vice-President shall appoint an Investigative Committee, composed of not less than three council members, to direct an investigation into the working conditions in the Public Works Department;

12. That Patrick Sims, Attorney, is hereby appointed to serve as special counsel to the committee in the conduct of the investigation and shall be compensated at the rate of two hundred dollars per hour;

13. That the Committee, in conjunction with Mr. Sims, shall establish the parameters of the investigation and a budget for his work;

14. That no later than December 15, 2018, the Committee shall file a full report with the City Council setting forth its findings and recommendations.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
brpc	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:55 PM

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

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

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

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

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

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

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

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

adopted:

Lisa Lambert, City Clerk

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

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 20, 2018 considered the request of BRPC Holdings, LLC. for a change in zoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and was modified for a change in zoning from R-1, Single-Family Residential District, to LB-2, Limited Business District, for the property located at 3703 Old Shell Road (Southwest corner of Old Shell Road and Wacker Lane).

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

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mst

Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 21, 2018

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

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

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

At its meeting on September 20, 2018, the Planning Commission considered your request for a change in zoning from R-1, Single-Family Residential District, to B-2, Neighborhood Business District.

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

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

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

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

The advertising fee for this application is $334.00. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

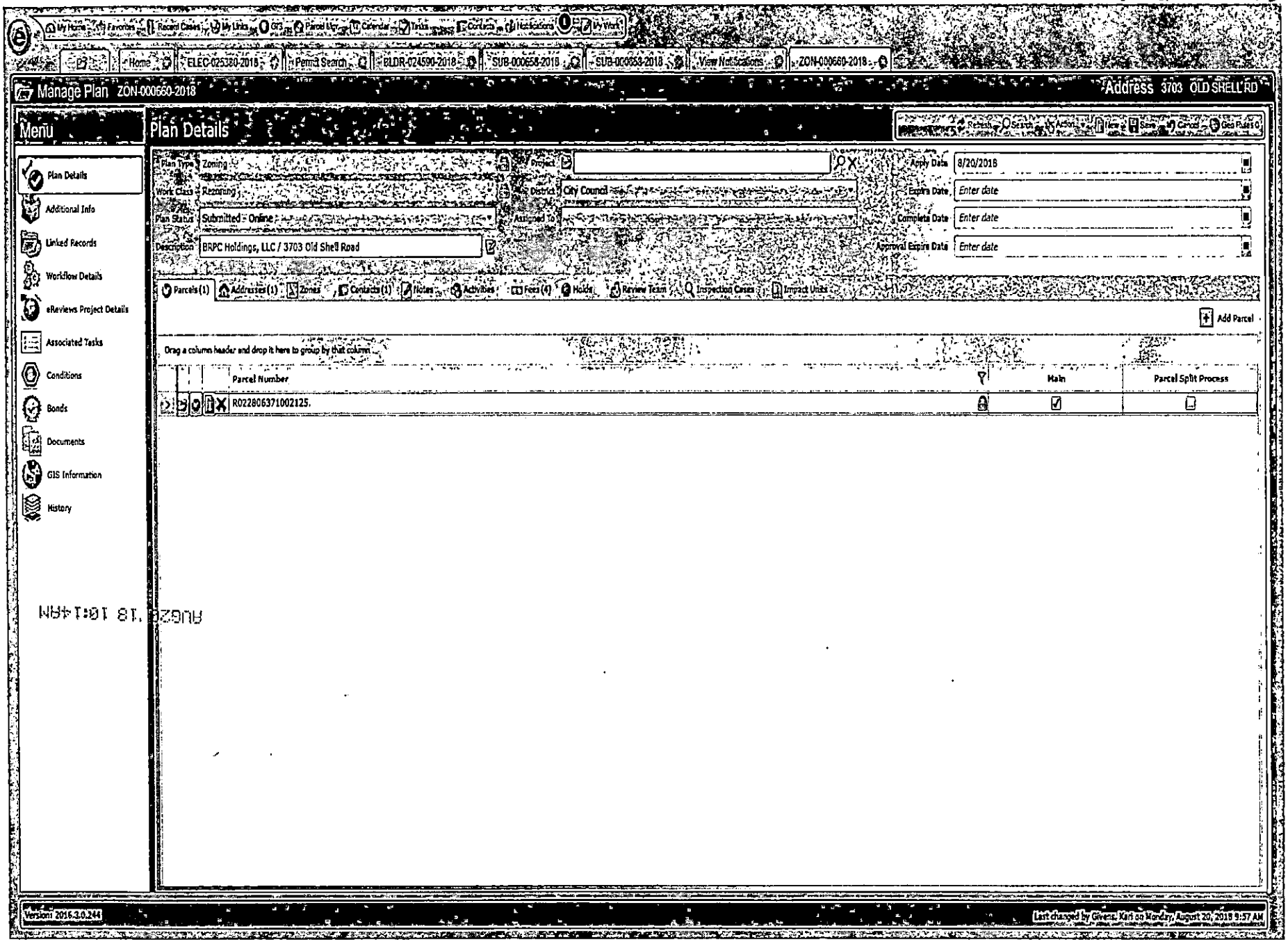
MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

cc: Byrd Surveying, Inc.

ZON-000660-2018



ZONING AMENDMENT STAFF REPORT Date: September 20, 2018

NAME BRPC Holdings, LLC

LOCATION 3703 Old Shell Road
(Southwest corner of Old Shell Road and Wacker Lane).

CITY COUNCIL DISTRICT District 2

PRESENT ZONING R-1, Single-Family District

PROPOSED ZONING B-2, Neighborhood District

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

AREA OF PROPERTY 1 Lot

CONTEMPLATED USE Rezoning from R-1, Single-Family Residential to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE Two years.

ENGINEERING COMMENTS

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

Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

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

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

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

REMARKS The applicant is requesting Rezoning from R-1, Single-Family Residential to B-2, Neighborhood Business District. The applicant proposes to use the property for professional offices.

The site has been given a Mixed Density Residential land use designation, per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

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

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

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

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

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

The applicant provided the following statement:

> "*7. Description: The contemplated use for the property is a professional office building. The character of improvements proposed are to bring the property up to code from its "blighted" status by repairing all of the items listed as a public nuisance or safety hazard on the City's blight list. All of these repairs will have to comply with the requirement of the Historic Preservation Agreement with the Mobile Historic Development Commission. Additionally, the applicant plans to add 400 square feet to the primary structure in order to construct bathrooms and additional space for an office. The planned development is expected to occur within the next two years due to the extensive renovations required to the building and the method by which those renovations and repairs have to be done. With approval of rezoning, we plan to take this property from a community eyesore and a property that the city considers "blighted" to something the area can be proud of.*
>
> *8. Plan Consistency Analysis: The application is consistent with the Comprehensive Plan in both its design and layout. The site plan meets the buffer and setback requirements in the desired rezoning of B¬2 while taking into consideration the historic preservation easement on the property that does not allow the owner to move the location of the main structure. Also, the development is consistent with its parking ratios.*

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

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

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

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

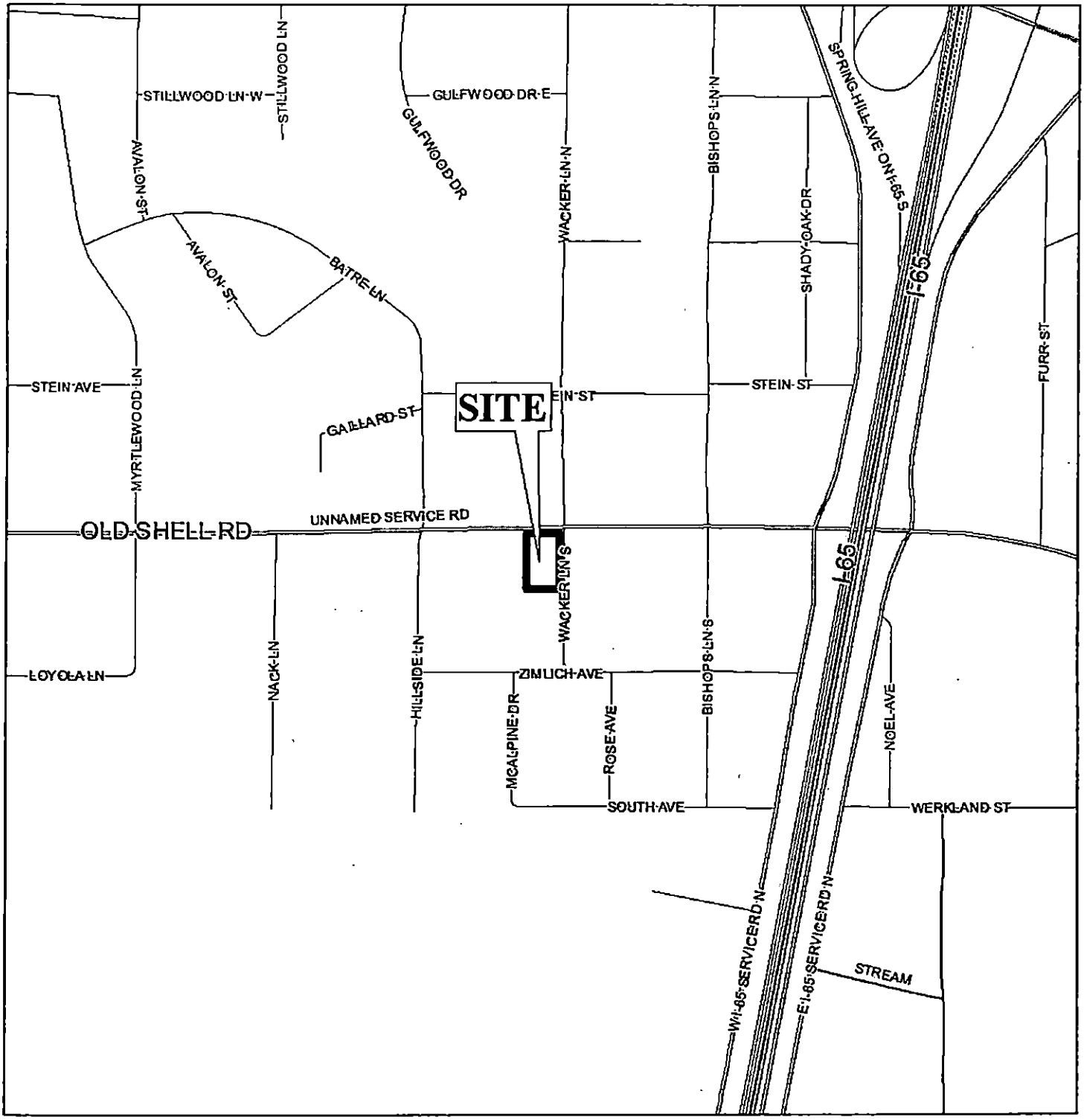
Sufficient evidence has not been provided to justify a B-2, Neighborhood Business District zoning classification change. Professional office space is a use that can occur in a B-1, Buffer Business District, and typically the lowest zoning classification possible will have the least impacts to surrounding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

RECOMMENDATION

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

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

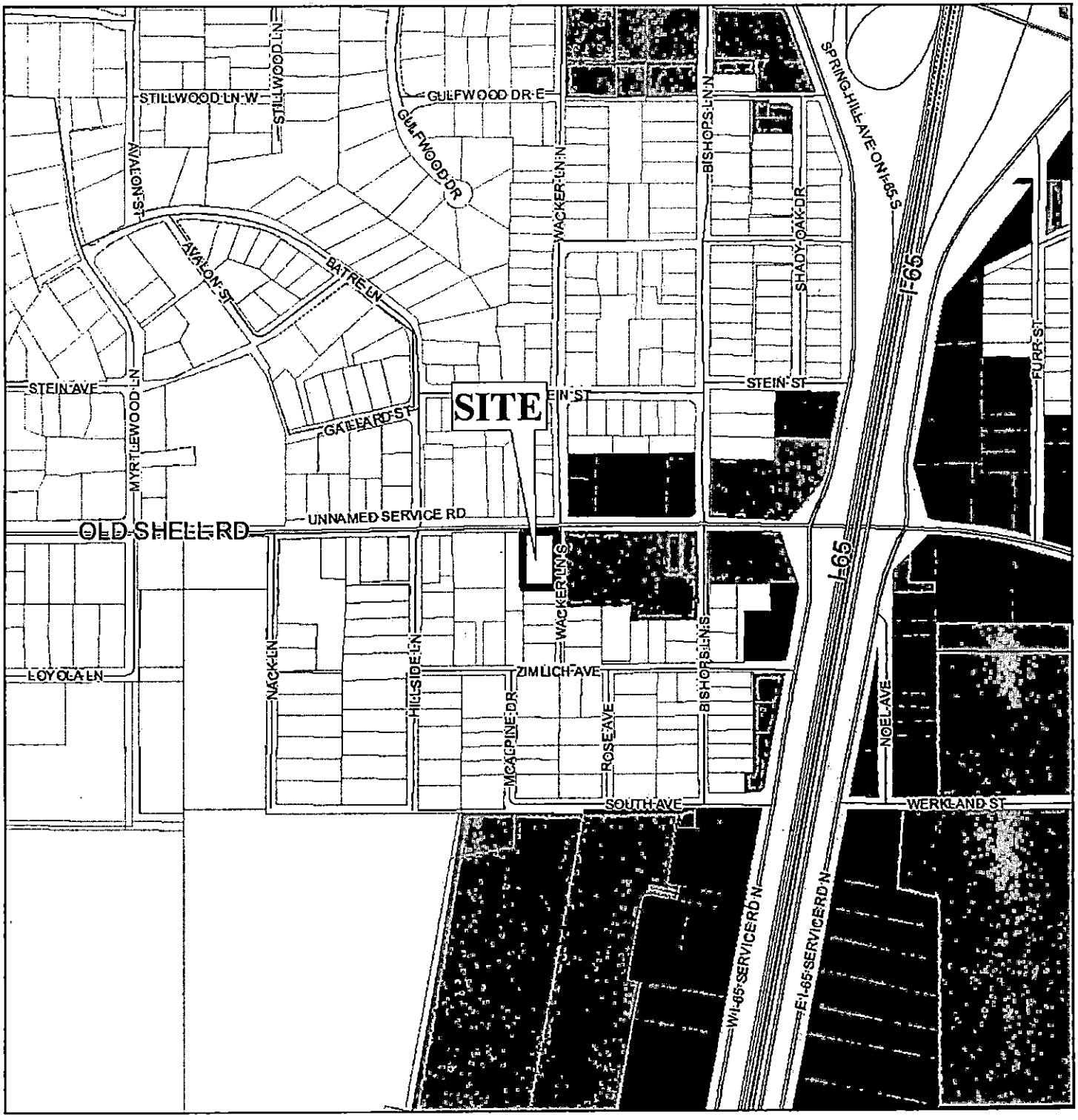
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE September 20, 2018

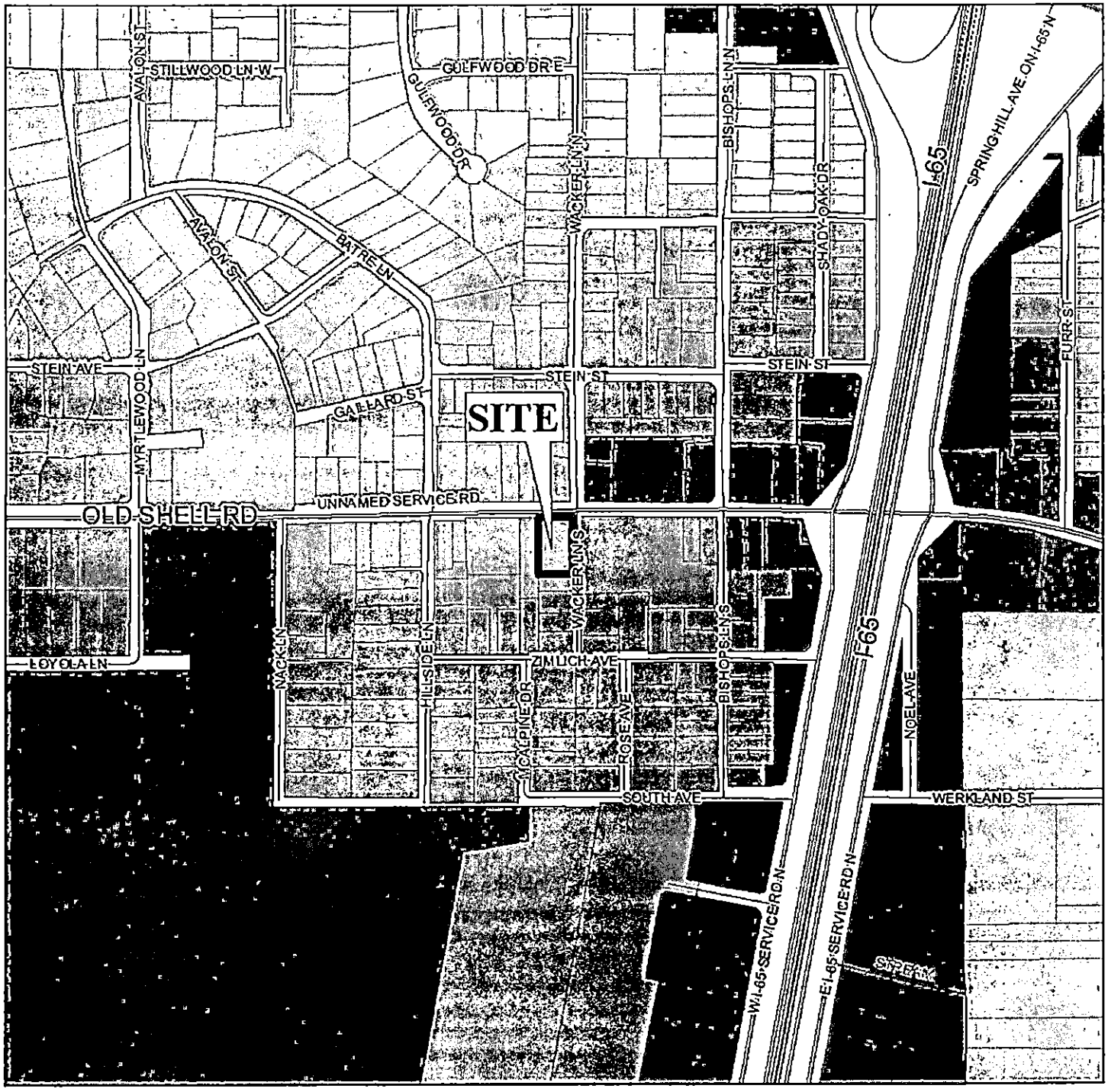
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

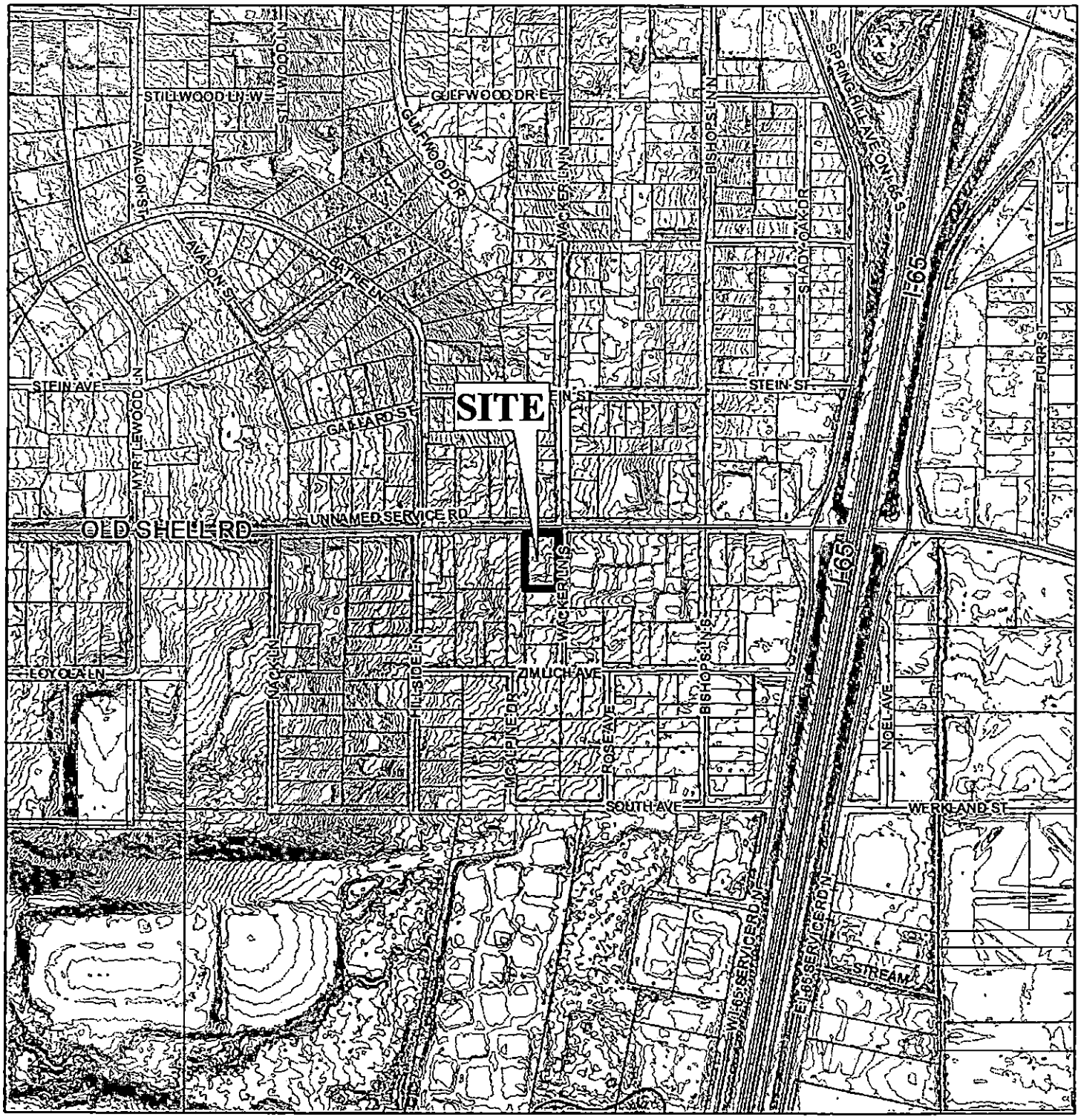
REQUEST Rezoning from R-1 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE September 20, 2018

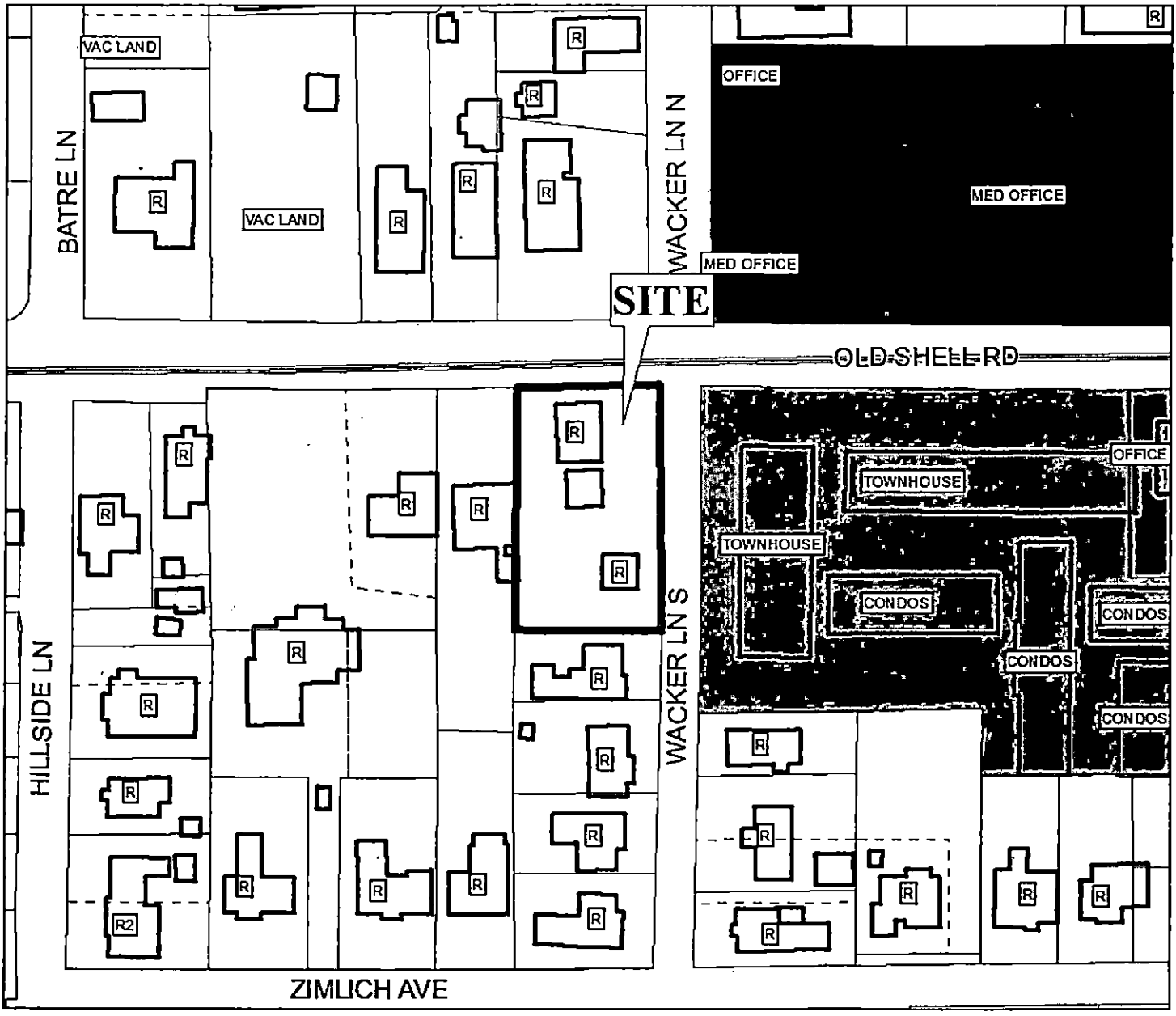
APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

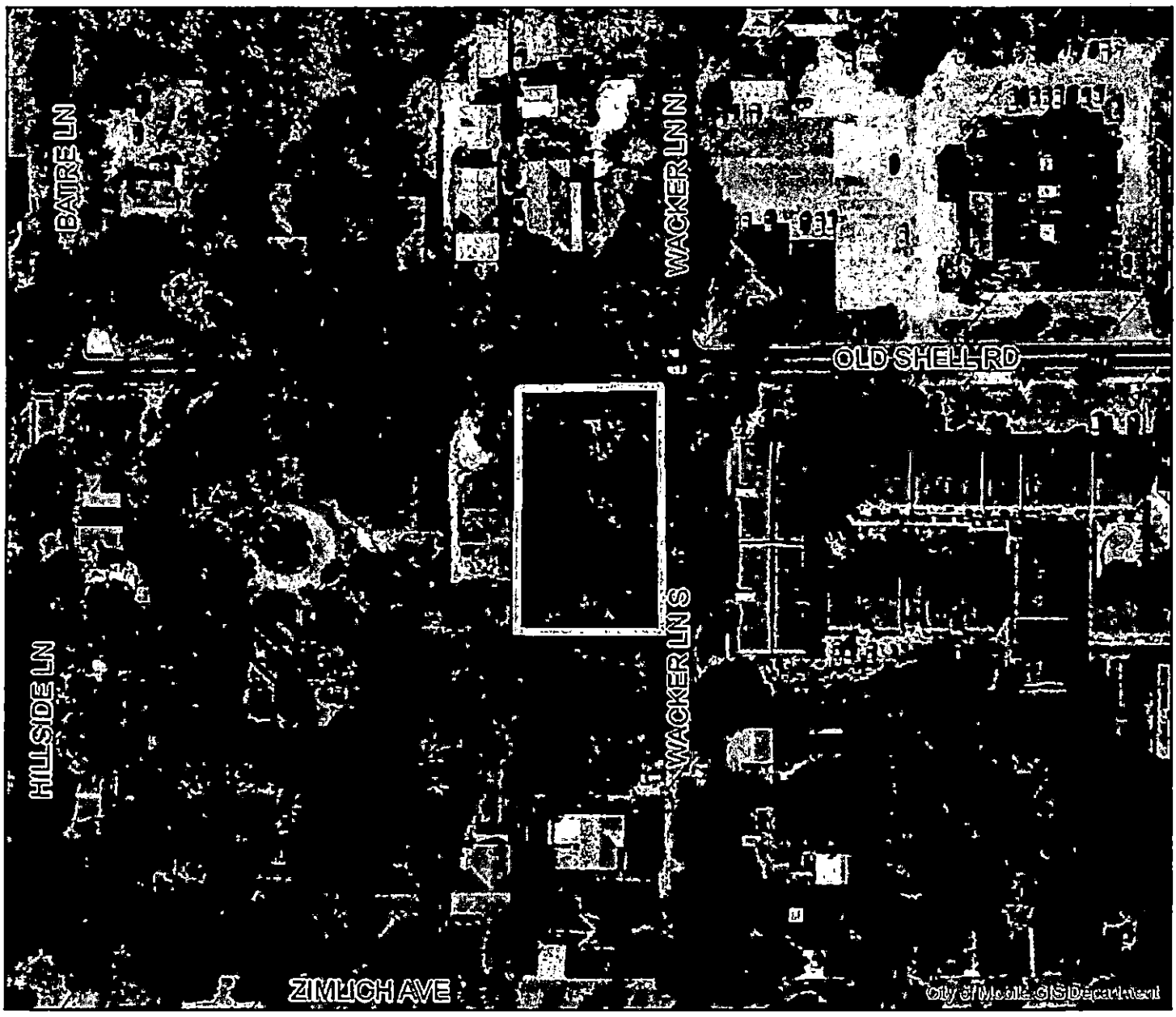
REQUEST Rezoning from R-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

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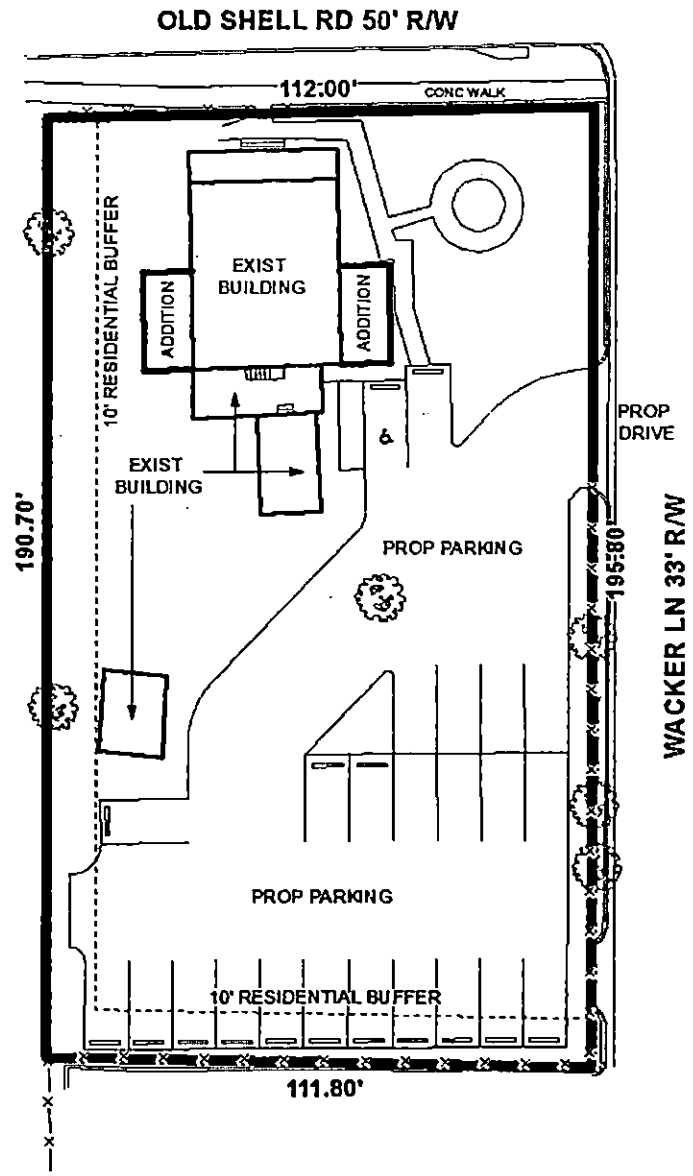
SITE PLAN



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

APPLICATION NUMBER 8 DATE September 20, 2018

APPLICANT BRPC Holdings, LLC

REQUEST Rezoning from R-1 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
felder	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 3:55 PM

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

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

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

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

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, and **B-1, Buffer Business District**, to **B-3, Community Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) full compliance with all municipal codes and ordinances.**

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

adopted:

Lisa Lambert, City Clerk

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

Council District 1
Fredrick D. Richardson, Jr.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

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

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) subject to the Voluntary Use Restrictions as submitted by the applicant to be recorded in Probate Court; and 3) full compliance with all municipal codes and ordinances**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

mst

Attachments

Click to Print

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

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

Exclude the following types of businesses:

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

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

SEP13 '18 1:30PM

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

Owner Signature: _____ Date: 9/10/18

Applicant Signature: _____ Date: 9/10/18

STATE OF ALABAMA
COUNTY OF MOBILE

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

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

SEAL

Juli Welch
Notary Public
MY COMMISSION EXPIRES

JULI WELCH
My Commission Expires
June 20, 2020

Document prepared by:

Received by: _____ Date: _____

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 7, 2018

Felder Holdings
3400 Beltline Park Drive North
Mobile, AL 36617

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

cc: Clark, Geer, Latham & Assoc., Inc

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

APPLICANT NAME Felder Holdings, LLC

SUBDIVISION NAME Jax's Place Subdivision

LOCATION 3262 Old Carline Street
(Northeast corner of Old Carline Street and Furr Street).

CITY COUNCIL DISTRICT Council District 1

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

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 1 Lot/0.5± Acres

PRESENT ZONING Subdivision Approval to create a single legal lot of record from two legal lots of record; and Rezoning from R-1, Single Family Residential District and B-1, Buffer Business District, to B-3, Community Business District.
It should be noted, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE.
C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY

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

D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures.
F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process.
J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing.
K. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
3. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
4. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

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

MAWSS COMMENTS No Comments

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

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

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

The site has been given a **Mixed Density Residential** (MxDR) land use designation per the recently adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

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

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

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the

designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

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

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

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

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

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

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

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

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

The applicant states:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

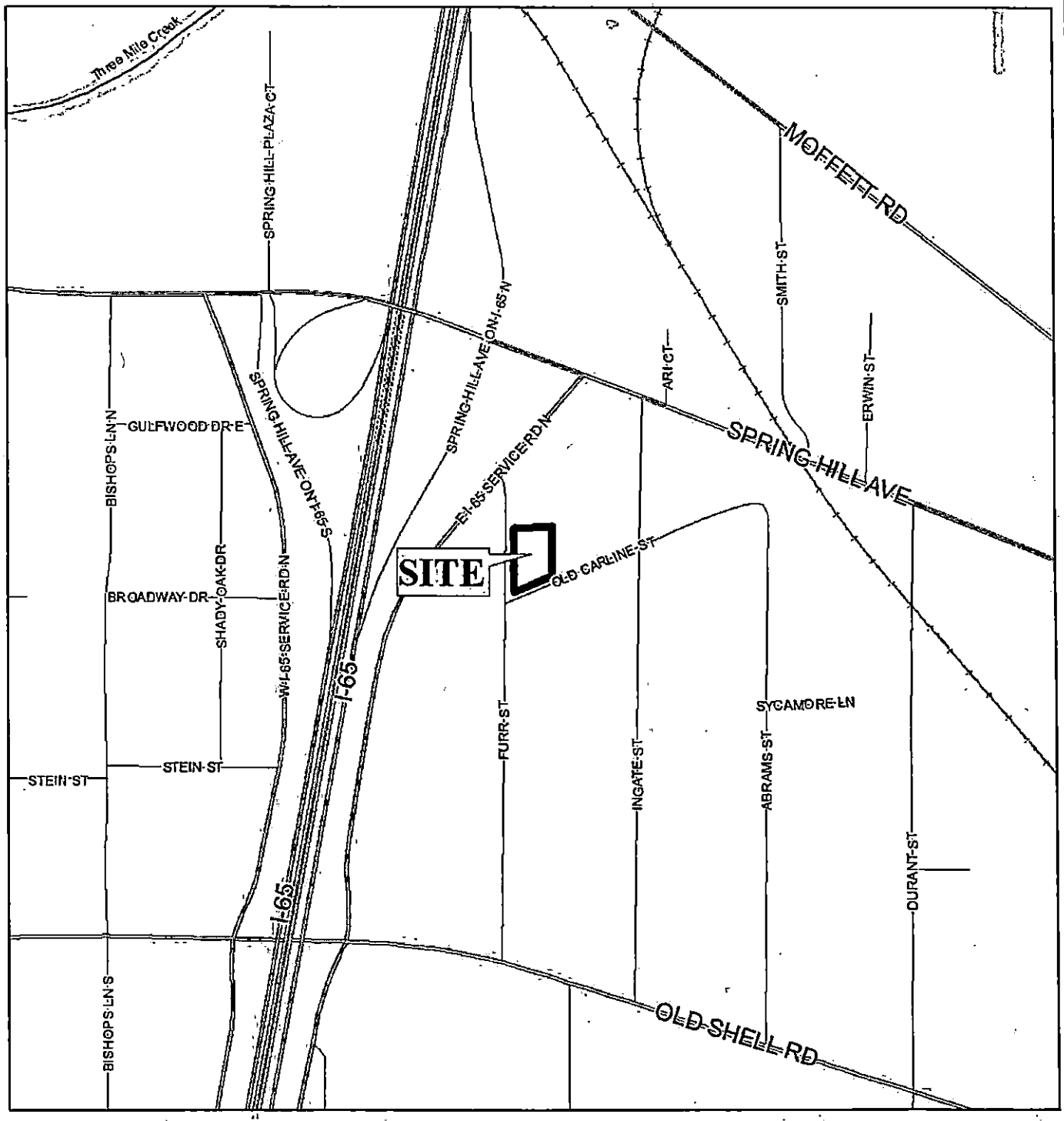
1) dedication to provide 25' from the centerline of Old Carline Street, if necessary;
2) dedication of the corner radius at Old Carline Street and Furr Street should be provided as required by Section V.D.6. of the Subdivision Regulations;
3) retention of the lot size in square feet and acres, revised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

8) compliance with Engineering comments (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. REMOVE THE COUNTY ENGINEER'S SIGNATURE BLOCK FROM THE PLAT. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. C. REMOVE THE MOBILE COUNTY ENGINEERING DEPARTMENT NOTE. THIS PROPOSED SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS. THE COUNTY ENGINEER NO LONGER SIGNS PLATS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOBILE. D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southwest corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage. E. Provide the Surveyor's, Owner's (notarized), Planning Commission, and Traffic Engineering signatures. F. Add a note to the SUBDIVISION PLAT stating that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G. Add a note to the Plat stating that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I. Add a note to the plat stating that all easements shall remain in effect until vacated through the proper Vacation process. J. Provide a copy of the FINAL SUBDIVISION PLAT to the Engineering Dept. for review. No signatures are required on this drawing. K. After addressing all of the FINAL SUBDIVISION PLAT review comments by the Engineering Dept. provide the red-line markup, the ORIGINAL (with all other signatures) and one (1) copy of the revised original (signatures not required) of the revised Final Plat to the Engineering Department.);
9) compliance with Traffic Engineering comments (*Lot is limited to one curb cut to Furr Street with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Lot is denied access to Old Carline Street due to its substandard roadway width.*);
10) compliance with Urban Forestry comments (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).);* and
11) compliance with Fire comments (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code)).*

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

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

LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

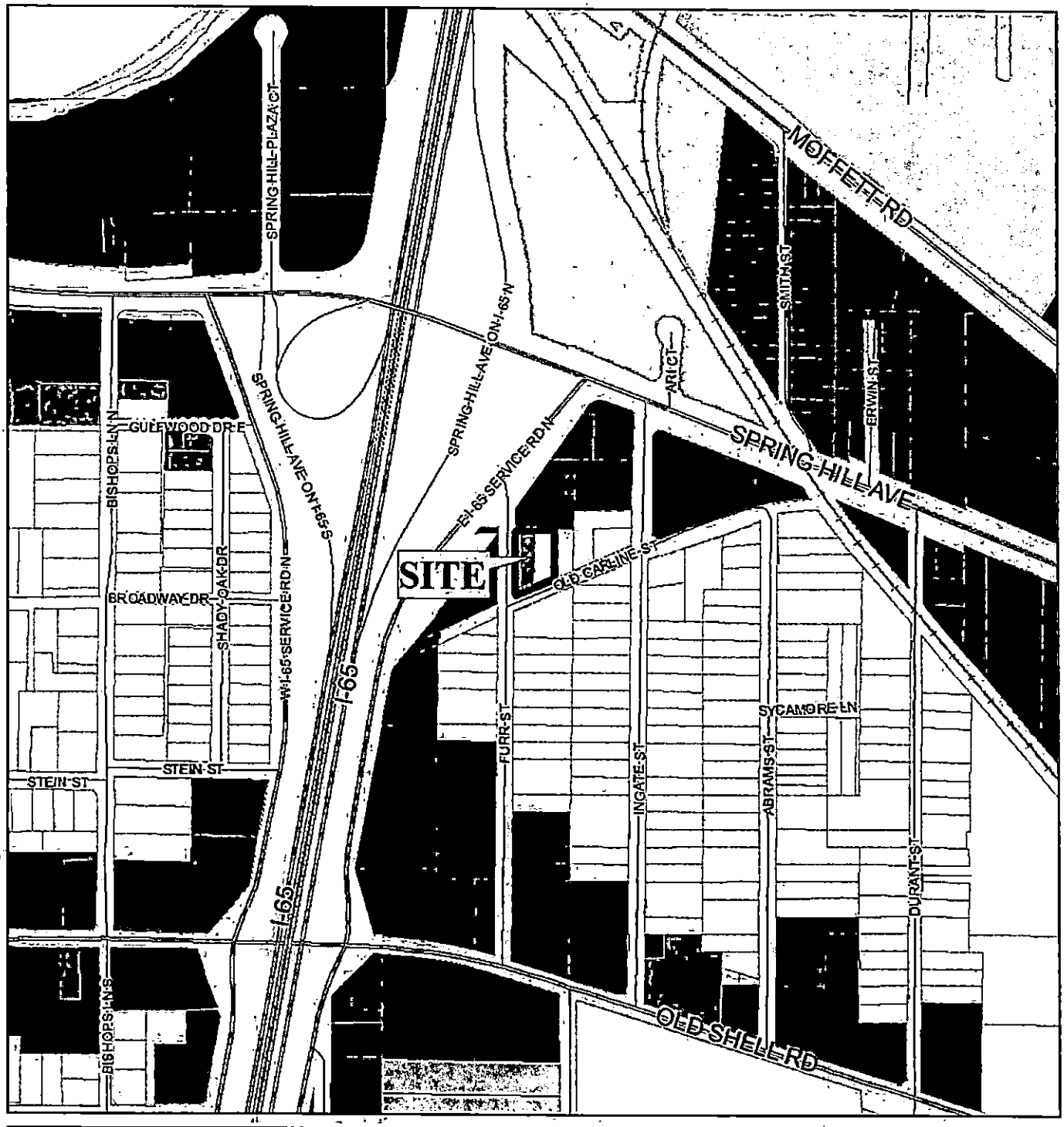
APPLICANT Jax's Place Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

N

NTS

FLUM LOCATOR MAP

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

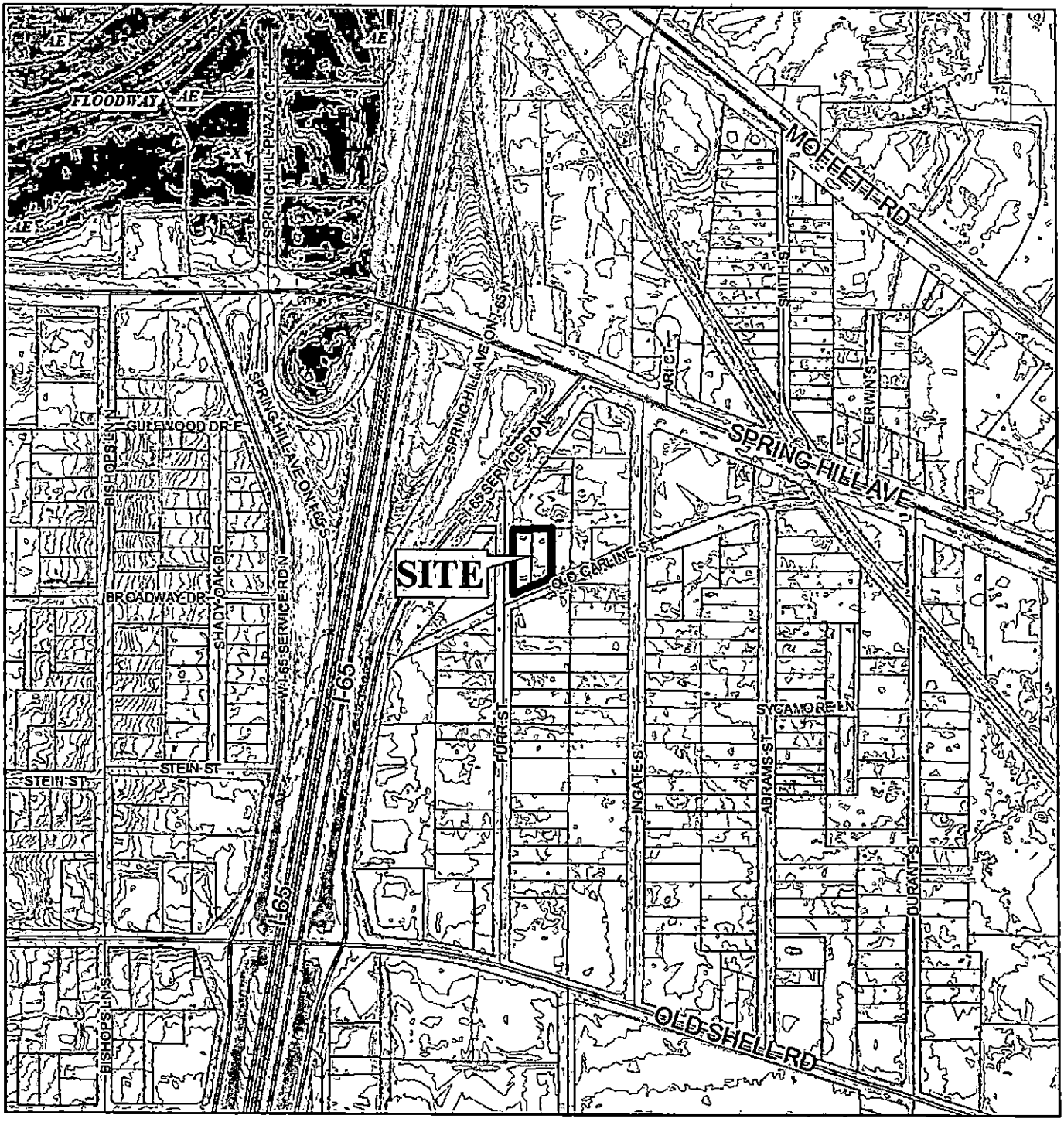
REQUEST Subdivision, Rezoning from R-1, and B-1 to B-3

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 15 DATE September 6, 2018

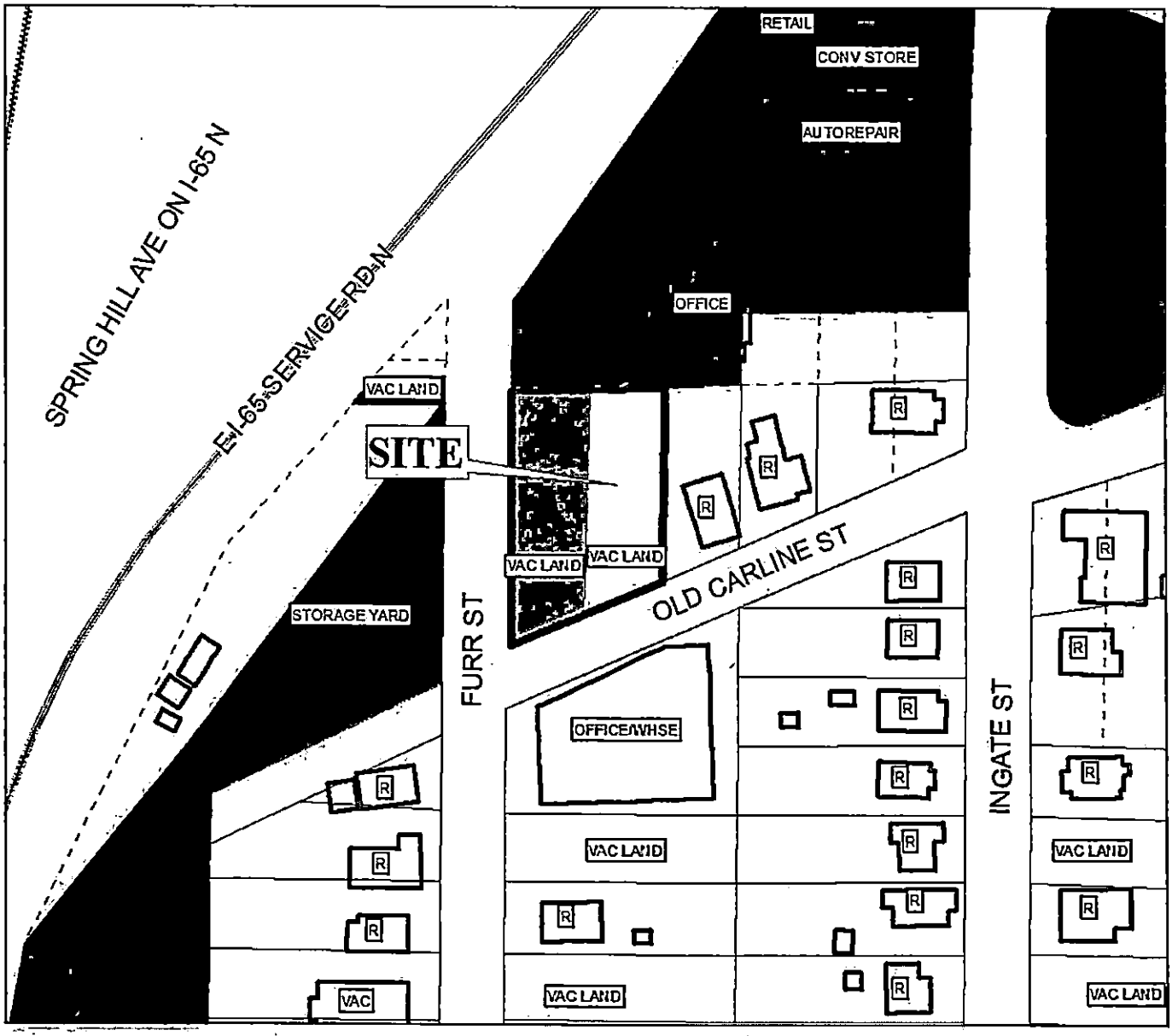
APPLICANT Jax's Place Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

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

APPLICATION NUMBER 15 DATE September 6, 2018

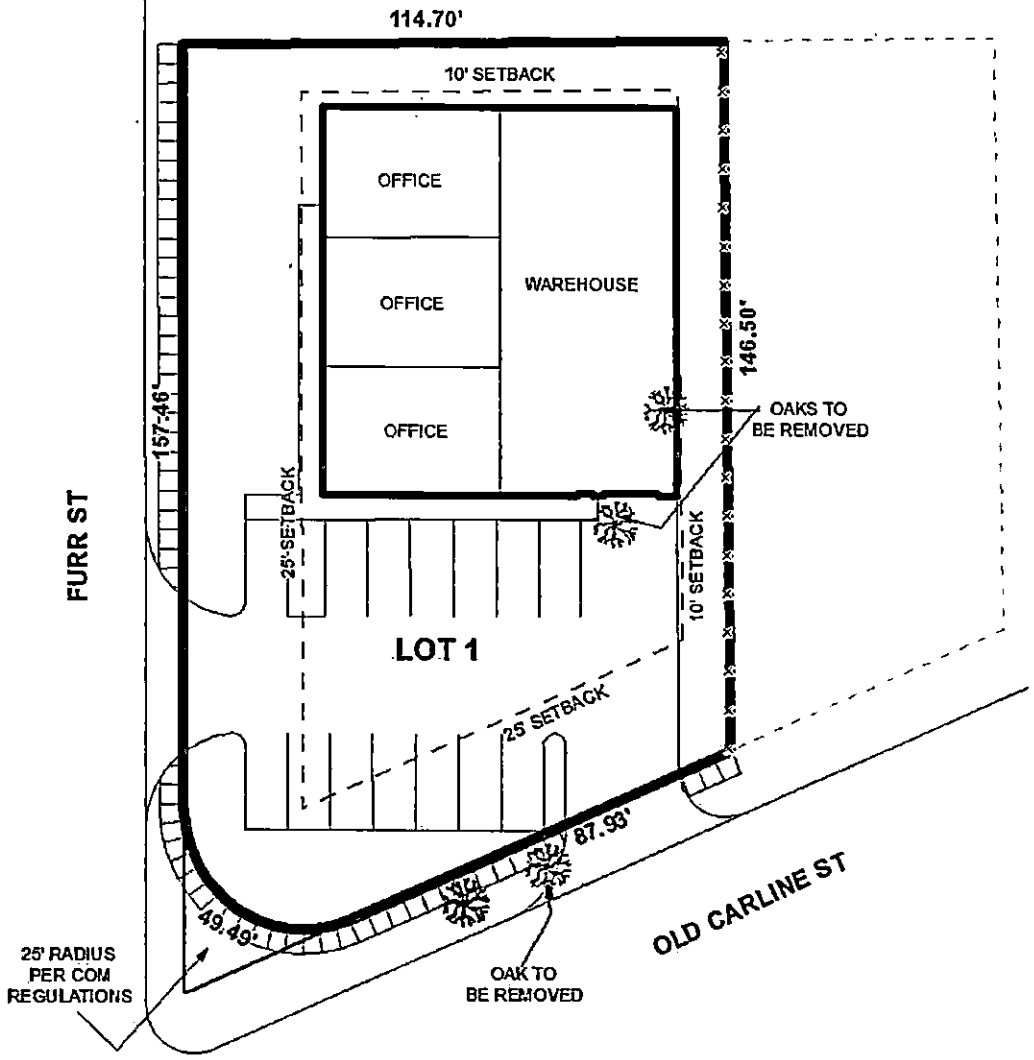
APPLICANT Jax's Place Subdivision

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 15 DATE September 6, 2018

APPLICANT Jax's Place Subdivision

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

N

NTS

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

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

Excluding the following types of businesses:

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Effective Date of Contract:

10/29/2018

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

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

Adopted by

the

City Council of the City of Mobile

on

November ___, 2018

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

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

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

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

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

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

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

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

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

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

"**Costs of Issuance Fund**" shall mean the fund established pursuant to the Definitive Terms Certificate.

"**Debt Service Fund**" shall mean the fund established pursuant to Article 6.

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

"**Defaulted Interest**" shall have the meaning stated in Section 3.8.

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

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

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

"**Escrow Fund**" shall mean the irrevocable fund established pursuant to the Escrow Agreement.

"**Escrow Trustee**" shall mean Regions Bank, an Alabama banking corporation.

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

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

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

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

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

"**Internal Revenue Code**" shall mean the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

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

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

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

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

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

"**Qualified Investments**" shall mean:

(1) Federal Securities,

(2) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities, and

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

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

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

"**Series 2009A Warrants"** shall mean the City's $56,380,000 aggregate principal amount of General Obligation Refunding Warrants, Series 2009A, currently outstanding in the aggregate principal amount of $9,925,000.

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

"**Series 2018A Warrants**" shall mean the City's General Obligation Refunding Warrants, Series 2018A, authenticated and delivered pursuant to this ordinance.

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

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

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

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

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

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

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

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

SECTION 1.2 General Rules of Construction

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

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

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

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

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

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

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

ARTICLE 2

Findings, Designations, Elections, Representations and Warranties

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

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

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

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

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

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

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

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

ARTICLE 3

The Series 2018A Warrants

SECTION 3.1 Authorization of Series 2018A Warrants

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

SECTION 3.2 Amount and Terms

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

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

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

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

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

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

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

(1) such written request contains adequate instructions for the method of payment,

(2) the Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer, and

(3) payment of the principal of (and redemption premium, if any, on) such Series 2018A Warrant and payment of accrued interest on such Series 2018A Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2018A Warrant to the Paying Agent.

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

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

SECTION 3.3 Form of Series 2018A Warrant

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

SECTION 3.4 Execution and Authentication

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

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

SECTION 3.5 Temporary Series 2018A Warrants

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

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

SECTION 3.6 Registration, Transfer and Exchange

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3.9 Persons Deemed Owners

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

SECTION 3.10 Paying Agent

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

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

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

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

SECTION 3.11 Book Entry Only System

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

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

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

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

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

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

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

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

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

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

SECTION 3.13 Cancellation

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

ARTICLE 4

Redemption of Series 2018A Warrants

SECTION 4.1 General Applicability of Article

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

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

SECTION 4.2 Election to Redeem; Notice to Paying Agent

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

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

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

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

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

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

SECTION 4.4 Notice of Redemption

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

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

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

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

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

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

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

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

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

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

SECTION 4.5 Deposit of Redemption Price

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

SECTION 4.6 Series 2018A Warrants Payable on Redemption Date

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

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

SECTION 4.7 Series 2018A Warrants Redeemed in Part

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

ARTICLE 5

Source of Payment, Etc.

SECTION 5.1 General Obligation

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

SECTION 5.2 Provision for Payment of Series 2018A Warrants

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

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

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

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

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

(4) a Favorable Tax Opinion.

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

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

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

SECTION 5.3 Officers, Etc. Exempt from Individual Liability

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

ARTICLE 6

The Debt Service Fund

SECTION 6.1 The Debt Service Fund

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

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

SECTION 6.2 Transfer of Funds

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

SECTION 6.3 Security for Debt Service Fund

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

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

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

SECTION 6.4 Investment of Debt Service Fund

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

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

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

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

ARTICLE 7

Sale and Delivery of Series 2018A Warrants

SECTION 7.1 Sale of Series 2018A Warrants

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

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

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

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

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

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

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

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

SECTION 7.3 Application of Proceeds

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

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

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

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

ARTICLE 8

Miscellaneous

SECTION 8.1 Agreement to Pay Attorneys' Fees

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

SECTION 8.2 Provisions of Ordinance a Contract

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

SECTION 8.3 Separability Clause

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

SECTION 8.4 Governing Law

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

SECTION 8.5 Designation of Time for Performance

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

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

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

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

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

SECTION 8.7 Tax Certificate and Agreement

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

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

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

SECTION 8.9 Inspection of Records

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

SECTION 8.10 Amendments to Ordinance Not to Affect Tax Exemption

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

SECTION 8.11 Repeal of Conflicting Provisions

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

SECTION 8.12 Effect of Headings and Table of Contents

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

SECTION 8.13 Remedies

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

ADOPTED this ___ day of November, 2018.

_____

Its City Clerk

EXHIBIT 3.2(h)

Form of Definitive Terms Certificate

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

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

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

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

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

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

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

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

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

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

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

(a) the sum of $_____ will be deposited in the Escrow Fund to be used in accordance with the Escrow Agreement;

(b) the issuance expenses specified on the closing statement executed and delivered by an Authorized City Representative at closing shall be paid as provided in such closing statement; and

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

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

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

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

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

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

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

Dated:_____,_____.

_____
Name:
Title:

[S E A L]

Annex 1

Provisions Relating to Redemption Prior to Maturity

(a) ***Optional Redemption***. Series 2018A Warrants maturing on_____1, 20 or thereafter, or any smaller principal amount of such Series 2018A Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on_____, 20 or any date thereafter [at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date.] [at the applicable redemption price (expressed as a percentage of principal amount redeemed) set forth in the table below plus accrued interest thereon to the redemption date:]

Redemption Date(s)	**Redemption Price**

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

Year	**Amount**

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

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

EXHIBIT 3.3

Form of Warrants

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

City of Mobile

General Obligation Refunding Warrant, Series 2018A

No._____ $_____

Maturity Date: _____ Interest Rate: _____ CUSIP: _____

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

_____**DOLLARS**

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

_____,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated:_____, 20_____.

City of Mobile

By:_____
Its Mayor

[SEAL]

Attest:

_____
Its City Clerk

Registration As Claim Against
Debt Service Fund

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

_____
Executive Director of Finance

Certificate of Authentication

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

Date of Authentication: _____

REGIONS BANK, as Paying Agent

By:_____
Its Authorized Officer

Assignment

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

Dated: _____.

_____

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

Signature Guaranteed:

_____
(Bank or Trust Company)

By_____
(Authorized Officer)

Medallion Number:_____

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

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

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE – BOOK-ENTRY ONLY

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

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

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

Dated: Date of delivery

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

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

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

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

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

_____

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

_____

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

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

RAYMOND JAMES **STIFEL**

HARBOR FINANCIAL **SECURITIES CAPITAL CORPORATION**

THE FRAZER LANIER COMPANY

INCORPORATED

Date: _____

_____
*Preliminary; subject to change.

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

_____

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

Maturity	Principal Amount	Interest Rate	Price	Yield	CUSIP**

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

(accrued interest to be added)

_____

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* Preliminary; subject to change.

CITY OF MOBILE

MAYOR

William S. (Sandy) Stimpson

CITY COUNCIL

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

Levon C. Manzie, Councilmember, Dist. 2

C.J. Small, Councilmember, Dist. 3

John C. Williams, Councilmember, Dist. 4

Joel Daves, Councilmember, Dist. 5

Bess Rich, Councilmember, Dist. 6

Gina Gregory, Councilmember, Dist. 7

ADMINISTRATIVE

Paul C. Wesch, Executive Director of Finance

Patricia A. Aldrich, Comptroller

Lisa C. Lambert, City Clerk

COUNSEL FOR THE CITY

Burr & Forman LLP
Mobile, Alabama

BOND COUNSEL

Hand Arendall Harrison Sale LLC
Mobile, Alabama

AUDITORS

Smith, Dukes & Buckalew LLP
Mobile, Alabama

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Huntsville, Alabama

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

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

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OFFICIAL STATEMENT

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

INTRODUCTION

General

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

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

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

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

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

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

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

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

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

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* Preliminary; subject to change.

Changes to the Preliminary Official Statement

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

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

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

GLOSSARY OF TERMS USED IN OFFICIAL STATEMENT

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

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

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

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

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

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

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

DESCRIPTION OF THE SERIES 2018A WARRANTS

General Provisions

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

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* Preliminary; subject to change.

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

Method and Place of Payment

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

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

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

Redemption Prior to Maturity

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

Redemption Date	Redemption Price

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

Year	Amount

$_____ of the Term Warrants will be
retired at maturity

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

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

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

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

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

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

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

Registration and Exchange

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

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

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

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

Provision for Payment

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

Book-Entry Only System

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

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

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

Authority for Issuance

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

SECURITY AND SOURCE OF PAYMENT

General

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

Remedies

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

The United States Bankruptcy Code

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

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

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

THE PLAN OF FINANCING

General

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

Refunding Plan for the Series 2009A Warrants

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

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

Refunding Plan for the Series 2009B Warrants

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

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

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

SOURCES AND USES OF FUNDS

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

Sources of Funds

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

Uses of Funds

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

DEBT SERVICE REQUIREMENTS

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

Fiscal Year Ending September 30	Principal[1][2]	Interest[2]	Total

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[1] For purposes of this table the principal amount of Series 2018A Warrants to be retired in a fiscal year pursuant to mandatory redemption provisions is shown as maturing in that fiscal year.

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

THE CITY

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

LITIGATION RELATING TO THE SERIES 2018A WARRANTS

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

RISK FACTORS

General

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

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

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

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

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

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

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

The United States Bankruptcy Code

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

Hurricanes and Other Severe Weather

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

Tax-Exempt Status of Series 2018A Warrants

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

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

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

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

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

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

LEGAL MATTERS

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

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

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

TAX MATTERS

General

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

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

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

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

Risk of Future Legislative Changes and/or Court Decisions

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

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

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

Original Issue Discount

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

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

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

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

Original Issue Premium

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

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

NO BANK QUALIFICATION

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

UNDERWRITING

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

CONTINUING DISCLOSURE

General

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

1. A delinquency in payment of principal of or interest on the Series 2018A Warrants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Prior Undertakings

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

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

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

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

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

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

Implementation of Continuing Disclosure Compliance Procedures

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

RATINGS

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

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

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

INDEPENDENT AUDITORS

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

FINANCIAL ADVISOR

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

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

DISCLAIMERS AND OTHER MISCELLANEOUS MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL INFORMATION

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

CITY OF MOBILE, ALABAMA

By:_____
Mayor

Dated _____

3538351_1

APPENDIX A

Information on the City of Mobile

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APPENDIX B

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

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APPENDIX C

Book-Entry Only System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX D

Proposed Opinion of Bond Counsel

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(Proposed Form of Legal Opinion of Bond Counsel)

City of Mobile, Alabama
Mobile, Alabama

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

Ladies and Gentlemen:

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

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

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

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

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

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

_____

*Preliminary; subject to change.

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

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

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

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

Very truly yours,

HAND ARENDALL HARRISON SALE LLC

By: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/6/2018

Funding Source

Project # 2701 Elsmore Street - ME-094-18 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2701 Elsmore Street	Cover Memo	10/31/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/1/2018 - 3:59 PM

40-2018

RESOLUTION

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **2701 ELSMORE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2701 ELSMORE STREET** as:

THAT CERTAIN LOT OR PARCEL OF LAND BEG AT NE COR OF LOT 6 PAKES 1ST ADD OF STEINS ADD TO CRICHTON AL MBK 2 P 36 TH W ALG ELMORE ST 48.4 FT TH SLY & PAR TO W/L OF SD LOTS 5 & 6 100 FT TO S/L OF SD LOT 5 TH ELY ALG S/L OF SD LOT 5 41.9 FT TO MOBILE ST TH NLY ALG MOBILE ST TO PL OF BEG #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 355.XXX

Last Assessed to: CREWS AVONNE

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2701 ELSMORE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **CREWS AVONNE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 23 0 002 355
COUNCIL DISTRICT 1 – FREDRICK RICHARDSON
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 2701 Elsmore St. **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Avonne Crews
2701 Elsmore Street
Mobile, AL 36617

September 13, 2018

RE: **2701 Elsmore Street**
Project Number: ME-094-18

Dear Avonne Crews:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2701 Elsmore Street.

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

THAT CERTAIN LOT OR PARCEL OF LAND BEG AT NE COR OF LOT 6 PAKES 1ST ADD OF STEINS ADD TO CRICHTON AL MBK 2 P 36 TH W ALG ELMORE ST 48.4 FT TH SLY & PAR TO W/L OF SD LOTS 5 & 6 100 FT TO S/L OF SD LOT 5 TH ELY ALG S/L OF SD LOT 5 41.9 FT TO MOBILE ST TH NLY ALG MOBILE ST TO PL OF BEG #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 355

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☐ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT

2701 ELSMORE STREET

AGENDA PHOTO/MD

10/26/2018

NUISANCE ABATEMENT

2701 ELSMORE STREET

AGENDA PHOTO/MD

10/26/2018

10/26/2018

10/26/2018

NUISANCE ABATEMENT WORKSHEET

RE: 2701 Elsmore Street

Date: August 28, 2018

FROM: Rhonda Lewis, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: August 15, 2018

Per the Title Report, the owners is: Avonne Crews

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Avonne Crews
   2701 Elsmore Street
   Mobile, AL 36617

2. Avonne Crews
   P.O. Box 501222
   Mobile, AL 36605

TAXES: EXEMPT

Open Mortgages: None

Parties with recorded liens per Title Report:

3. L. Grayson
   Alabama Medicaid Agency
   3280 Dauphin Street 100-B

   NOTE: Lien for Medical Payments under Alabama Medicaid Agency filed against Louise Arnold, aka Martha Louise Arnold (Prior Owner) and subject property, dated June 22, 2010 and recorded August 19, 2010 in Real Property Book 5095 page 1020.

Lis Pendens filed by the City of Mobile against Avonne Crews, dated June 19, 2018 and recorded June 19, 2018 in Land Records Book 7648 at page 1749.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/6/2018

Funding Source

Project # 2656 Pleasant Valley Road - ME-070-18 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2656 Pleasant Valley Road	Cover Memo	10/31/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/1/2018 - 3:59 PM

40-2018

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **2656 PLEASANT VALLEY ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8 and 15,*** *and;*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2656 PLEASANT VALLEY ROAD** as:

COMG AT PT 10 FT N & 200 FT E OF SW COR OF BLK 4 OF HOWELLS 2ND ADD MBK 3/67-70 RUN TH N & PAR WITH W/L OF BLK 4, 95 FT TH RUN E 57 FT TO PT ON W/L OF STRIP OF LAND DEEDED TO MOBILE COUNTY FOR DRAINAGE PURPOSES RUN TH S ALG SD LINE FT TO N/L OF 10 FT STRIP DEEDED TO MOBILE COUNTY TO WIDEN MERTZ RD TH RUN 57 FT W TO PL OF BEG #SEC 51 T4S R1W #MP29 09 51 0 002

Parcel Number: 29 09 51 0 002 089.XXX

Last Assessed to: IDEN JACQUELINE H.

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2656 PLEASANT VALLEY ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **IDEN EVA MARIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 002 089
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2018

Report Date - 7/24/2018 11:40:57 AM

Property Address

2656 PLEASANT VALLEY RD

Property Details			
Parcel Keyx	00885224	Local Historic Registry	
Status		National Historic Registry	
Blight Zone		Council District	5
Structure Type	RESIDENTIAL	Flood Zone 2018 / 2019	/

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	N	Foundation Compromised	N
Survey Date	2/23/2018 4:48:25 PM	Comments	Needs repairs soon

Property Score			
Score	23	Score Description	Stabilize

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 2656 Pleasant Valley Rd. **District No:** 5

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Jacqueline H. Iden
11920 Bay Road West
Foley, AL 36535-5041

September 13, 2018

RE: **2656 Pleasant Valley Road**
Project Number: ME-070-18

Dear Jacqueline H. Iden:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2656 Pleasant Valley Road.

I. **PROPERTY** The legal description of the Property is as follows:

COMG AT PT 10 FT N & 200 FT E OF SW COR OF BLK 4 OF HOWELLS 2ND ADD MBK 3/67-70 RUN TH N & PAR WITH W/L OF BLK 4, 95 FT TH RUN E 57 FT TO PT ON W/L OF STRIP OF LAND DEEDED TO MOBILE COUNTY FOR DRAINAGE PURPOSES RUN TH S ALG SD LINE FT TO N/L OF 10 FT STRIP DEEDED TO MOBILE COUNTY TO WIDEN MERTZ RD TH RUN 57 FT W TO PL OF BEG #SEC 51 T4S R1W #MP29 09 51 0 002

Parcel Number: 29 09 51 0 002 089

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☐ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

☒ (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT

2656 PLEASANT VALLEY ROAD

AGENDA PHOTO/MD

10/26/2018

10/26/2018

10/26/2018

10/26/2018

NUISANCE ABATEMENT WORKSHEET

RE: 2656 Pleasant Valley Rd Date: September 5, 2018

FROM: Rebecca Glennon, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: August 9, 2018

Per the Title Report, the owners are: Bobby Ray Iden and Jacqueline Iden

Note: Deed Reference on Revenue has incorrect book number. Book 1965 Page 527 should be 1962 Page 527.

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Jacqueline H. Iden
   11920 Bay Rd West
   Foley, AL 36535-5041

2. Jacqueline H. Iden
   P.O. Box 602
   Daphne, AL 36526-0602

3. Bobby Ray Iden
   P.O. Box 602
   Daphne, AL 36526-0602

4. Eva Marie Iden
   2656 Pleasant Valley Road
   Unit D
   Mobile, AL 36606-2116

   Unrecorded Deed per Revenue Dept. for Eva Marie Iden: she paid taxes.

5. Eva Marie Iden
   1857 Hunter Ave. Apt. A
   Mobile, AL 36606-1355

6. Eva Marie Iden
   1565 Macy Court
   Mobile, AL 36604

TAXES: Paid
Open Mortgages: None
Parties with recorded liens per Title Report:

Lis Pendens filed by the City of Mobile against Eva Marie Iden, recorded in RP Book 7631 Page 104, dated 05-01-2018.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance.

Amount of Contract:

N/A

Effective Date of Contract:

11/6/2018

Funding Source

Project # 151 Union Avenue - ME-046-18 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 151 Union Avenue	Cover Memo	10/31/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/1/2018 - 4:00 PM

40-2018

RESOLUTION

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **151 UNION AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8 and 14,*** *and;*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **151 UNION AVENUE** as:

THAT CERTAIN LOT OR PARCEL OF LAND BEG AT NE COR OF LOT 6 PAKES 1ST ADD OF STEINS ADD TO CRICHTON AL MBK 2 P 36 TH W ALG ELMORE ST 48.4 FT TH SLY & PAR TO W/L OF SD LOTS 5 & 6 100 FT TO S/L OF SD LOT 5 TH ELY ALG S/L OF SD LOT 5 41.9 FT TO MOBILE ST TH NLY ALG MOBILE ST TO PL OF BEG #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 355.XXX

Last Assessed to: TUCKER AARON

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **151 UNION AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **TUCKER AARON, SONYA FOSTER AND SHAWNA WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 4 001 060
COUNCIL DISTRICT 1 – FREDRICK RICHARDSON
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2018

Report Date - 7/24/2018 11:40:57 AM

Property Address

151 UNION AVE

Property Details

Parcel Keyx	00847383	Local Historic Registry	
Status		National Historic Registry	
Blight Zone		Council District	1
Structure Type	RESIDENTIAL	Flood Zone 2018 / 2019	/

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	1/24/2018 4:41:28 PM	Comments	

Property Score

Score	161	Score Description	Emergency

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 151 Union Ave. **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Aaron Tucker
159 Hemley Avenue
Mobile, AL 36608

September 13, 2018

RE: **151 Union Avenue**
Project Number: ME-046-18

Dear Aaron Tucker:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 151 Union Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 221 & 222 & S 10 FT LOT 223 HAAS PL DB 153/266 #SEC 18 T4S R1W #MP29 08 18 4 001

Parcel Number: 29 08 18 4 001 060

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☐ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

10/26/2018

10/26/2018

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

10/26/2018

10/26/2018

NUISANCE ABATEMENT

151 UNION AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT WORKSHEET

Date: August 24, 2018

Re: 151 Union Ave..

From: Real Estate Dept.
Jaclyn Benedict

To: Business Services / Municipal Enforcement Division
Title Report Effective Date 8/10/18

Per the Title Report the Owner is: Aaron Tucker, Sonya Foster & Shawna Williams

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. Aaron Tucker
159 Hemley Ave.
Mobile, AL 36608

2. Sonya Foster
565 Riola Pl.
Pensacola, FL 32506

3. Shawna Williams
949 NW 46th Pl. Apt. 1004
Ocala, FL 34475

Taxes: Paid

Parties with recorded liens: per Title Report:

4. Mobile Capital Co. LLC
51-A Tacon St
Mobile, AL 36607

Note: Holder of mortgage issued by Compass Bank to: Aaron Tucker, Sonya Foster & Shawna Williams recorded in LR 5946 page 333, dated 3/17/2006.

Lis Pendens issued by the City of Mobile against Aaron Tucker, Sonya Foster & Shawna Williams, recorded in LR 7615 pg. 1137, dated 3/8/2018.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Smalls - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance.

Amount of Contract:

N/A

Effective Date of Contract:

11/6/2018

Funding Source

Project # 1413 Windsor Avenue - ME-076-18 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1413 Windsor Avenue	Cover Memo	10/31/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/1/2018 - 4:01 PM

40-2018

RESOLUTION

Sponsored by: Councilmember C.J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances," adopted December 5, 2017, the accessory structure at **1413 WINDSOR AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 8 and 15,*** *and;*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1413 WINDSOR AVENUE** as:

LOT 18 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel Number: 32 02 37 0 001 124.XXX

Last Assessed to: MOSLEY KATRESHA AND CARL

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of

municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 29, 2018

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 6, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1413 WINDSOR AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MOSLEY KATRESHA & CARL MOSLEY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 02 37 0 001 124
COUNCIL DISTRICT 3 – C. J. SMALLS
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/07/2018

Property Address: 1413 Windsor Ave. **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter and debris.

NUISANCE ABATEMENT

1413 WINDSOR AVENUE

AGENDA PHOTO/MD

NUISANCE ABATEMENT

1413 WINDSOR AVENUE

AGENDA PHOTO/MD

10/26/2018

10/26/2018

10/26/2018

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Katresha and Carl Mosley
1609 Topanga Drive
Mobile, AL 36609

September 13, 2018

RE: **1413 Windsor Avenue**
Project Number: ME-076-18

Dear Katresha and Carl Mosley:

On September 7, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1413 Windsor Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel Number: 32 02 37 0 001 124

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **October 28, 2018,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 28, 2018,** provide the Code Official with a work plan to accomplish the repairs by **October 28, 2018,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 28, 2018,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 6, 2018 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1413 Windsor Avenue
FROM: Rhonda Lewis, Real Estate Dept.
TO: Business Services / Municipal Enforcement Division

Date: August 28, 2018

Title Report effective date: August 9, 2018

Per the Title Report, the owners are: Katresha Mosley and Carl Mosley

SEND NOTICES of nuisance abatement proceedings to the following parties:

1. Katresha Mosley and Carl Mosley
   1609 Topanga Dr.
   Mobile, AL 36609

TAXES: PAID

Open Mortgages: None

Parties with recorded liens per Title Report:

2. AL State Dept. of Revenue
   Collections Service Dept.
   P.O. Box 327820
   Montgomery, AL 36132-7820

NOTE: Five income tax liens, AL State Dept. of Revenue vs. Carl Mosley: 1) Acct #IIT-R003942262, Lien # 999044608, recorded in LR 7655 PG 1360, dated 7-5-18; 2) Acct #8R007051, Lien #0000173461, recorded in LR 6437 PG 352, dated 9-10-08; 3) Acct #IIT-R003942262, Lien #1110815232, recorded in RP 6730 PG 1006, dated 12-14-10; 4) Acct #IIT-R003942262, Lien #905594368, recorded in RP 7141, PG 317, dated 4-22-18; 5) Acct #IIT-R002838180, Lien #570041856, recorded in LR 7215 PG 200, dated 12-15-14.

3. Leonard N. Math, Atty.
   P.O. Box 230759
   Montgomery, Alabama 36123

NOTE: Judgments rendered in favor of Army Aviation Center FCU against Carl L. Mosley, in the letter to Leonard Math, Esq., attorney for plaintiff: 1) CV 2008 900825.00, recorded in RP 6441 PG 386, dated 9-18-08. 2) CV 2008 900825.00, recorded in RPBK 6448 PG 169, dated 10-6-08.

Lis Pendens filed by the City of Mobile vs. Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust c/o Katresha Mosley and Carl Mosley, recorded in LR 7631 PG 107, dated 5-1-18.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
40-781	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:02 PM

40-

2018

RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT
1059 Bay Avenue

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **1059 Bay Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **1059 Bay Avenue** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$3,200.00** shall constitute a special assessment against the property at **1059 Bay Avenue** and being that property more particularly described as follows:

LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

Parcel # 29 10 27 4 000 113

Last Assessed to: JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 21, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-215-17	**1059 Bay Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

Parcel Number: **29 10 27 4 000 113.XXX**
Amount: **$ 3,000.00**
Assessed To: Jackson Kathy A
1059 Bay Avenue
Mobile, AL 36604

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

704 SOUTH CAROLINA ST

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

29 10 37 0 003 065

Owner

DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

1059 BAY AVE

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

29 10 27 4 000 113

Owner

JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **1059 Bay Avenue** for the proposed amount of $3,200.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
40-782	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:04 PM

40

2018

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT **1700 Sligo Street**

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **1700 Sligo Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **1700 Sligo Street** to be **$2,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,800.00** shall constitute a special assessment against the property at **1700 Sligo Street** and being that property more particularly described as follows:

THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

Parcel # 29 10 28 4 002 055

Last Assessed to: STATE OF ALABAMA
MONTGOMERY, AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 11, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-376-17	**1700 Sligo Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

Parcel Number: **29 10 28 4 002 055.XXX**
Amount: $ 2,600.00
Assessed To: STATE OF ALABAMA
Montgomery, AL 36130

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Levon C. Manzie, David Daughenbaugh, James Roberts, file copy

MEMO

Date: 10/11/18
To: Jennifer Henley
From: Kathlyn Scott
Re: ***Building Demolitions***

1700 SEIGO ST

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

29 10 28 4 002 055

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

718 JOHNSTON AVE

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

29 10 28 3 003 052

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

1572 ROBERT E LEE ST

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

29 11 36 0 004 009

Owner **LEWIS LUVENIAL T**
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **1700 Sligo Street** for the proposed amount of $2,800.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
40-783	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:04 PM

40-

2018

ESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT
718 Johnston Avenue

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **718 Johnston Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **718 Johnston Avenue** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at **718 Johnston Avenue** and being that property more particularly described as follows:

LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

Parcel # 29 10 28 3 003 052

Last Assessed to: STATE OF ALABAMA
MONTGOMERY, AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 11, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-048-17	**718 Johnston Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

Parcel Number: 29 10 28 3 003 052.XXX
Amount: $ 4,000.00
Assessed To: INVESTORS FINANCIAL LIMITED
161 E MALLARD DR
SUITE 100
BOISE, ID 83706

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Levon C. Manzie, David Daughenbaugh, James Roberts, file copy

MEMO

Date: 10/11/18
To: Jennifer Henley
From: Kathlyn Scott
Re: ***Building Demolitions***

1700 SLIGO ST

Legal Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002

29 10 28 4 002 055

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

718 JOHNSTON AVE

Legal Description: LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001

29 10 28 3 003 052

Owner **STATE OF ALABAMA**
MONTGOMERY, AL 36130

1572 ROBERT E LEE ST

Legal Description: LOTS 25, 26, 27 BLK 3 OLLINGER & STEIN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

29 11 36 0 004 009

Owner **LEWIS LUVENIAL T**
C/O AVERY ROBINSON
1562 WEST AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **718 Johnston Avenue** for the proposed amount of $4,200.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
40-785	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:06 PM

40-

2018

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF STRUCTURE AT **704 South Carolina Street**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the fixing of cost for the demolition of structure at **704 South Carolina Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of structure at **704 South Carolina Street** to be **$2,750.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,750.00** shall constitute a special assessment against the property at **704 South Carolina Street** and being that property more particularly described as follows:

LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel # 29 10 37 0 003 065

Last Assessed to: DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the demolition of structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

September 21, 2018

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-257-17	**704 South Carolina Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: **29 10 37 0 003 065**
Amount: **$ 2,550.00**
Assessed To: DCR INVESTMENTS INC.
12626 HILLARD JENKINS RD.
LOXLEY, AL 36551

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

704 SOUTH CAROLINA ST

Legal Description: LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003

29 10 37 0 003 065

Owner

DCR INVESTMENTS INC
12626 HILLARD JENKINS RD
LOXLEY, AL 36551

1059 BAY AVE

Legal Description: LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000

29 10 27 4 000 113

Owner

JACKSON KATHY A
1059 BAY AVE
MOBILE, AL 36604

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on November 6, 2018, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, or the amount thereof, on the demolition of the structure at **704 South Carolina Street** for the proposed amount of $2,750.00.

If you have any questions regarding this matter, please contact the Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases 9)
Councilmember - District 2 - Levon Manzie (cases 4)
Councilmember - District 3 - C. J. Small (cases 2)
Councilmember - District 4 - John Williams (cases 2)
Councilmember - District 5 - Joel Daves (case 1)

Purpose and Scope of Project:

Assess cost for removal of weeds, group #1576.

Effective Date of Contract:

11/6/2018

Funding Source

Project # Weed Lien Group 1576	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Invoices for Group #1576	Backup Material	10/31/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Henley, Jennifer	Approved	11/1/2018 - 4:09 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT

MEMORANDUM

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: November 1, 2018

SUBJECT: **Weed Lien Group 1576 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1576.** Please place these on the City Council's Agenda for **Tuesday, November 6, 2018.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Felicia Glover

10/30/18

	WEED LIEN	
	GROUP 1576	Res. No.
1/23/2018	LOTS TO BE DECLARED	58-048
2/27/2018	LOTS FOR PUBLIC HEARING	58-158
11/6/2018	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	Amount Assessed	Dis	N/A CBO
1	2103 Butler St	849313	$ 147.06	1	
2	820 Chin St	849314	$ -	2	WL
3	607 Monday Aka 1053 Persimmon St	849316		2	
4	4207 Springview Dr	849318	$ -	5	CBO
5	2625 Ralston Rd	849319	$ -	5	CBO
6	0 Moffett Rd	849321	$ 247.68	1	
	Parcel No. (28 01 12 4 000 023.XXX)				
7	2732 Josephine St	849326	$ -	1	CBO
8	1324 Mobile St	849327	$ -	1	CBO
9	1330 Mobile St	849328	$ -	1	CBO
10	769 Holcombe Ave	849329	$ 365.01	3	
11	2873 Fredrick St	849336	$ 137.61	1	
12	2263 Hathcox St	849337	$ -	1	CBO
13	2801 Cotton St	849340	$ 186.51	1	
14	1654 Navco Rd	849341	$ 545.84	4	
15	904 Cherry St	849342	$ 104.30	2	
16	2305 Cedar Key	849343	$ -	6	CBO
17	612 Belsaw Ave	849345	$ 100.40	2	
18	454 Maple St	849346	$ 69.95	1	
19	2514 Muriel Ave	849347	$ 135.36	1	
20	2501 Muriel Ave	849349	$ 169.31	1	
21	1203 Wellington St	849350	$ 133.44	1	
22	418 Morgan Ave	849352	$ -	5	CBO
23	71 Allen Dr	855716	$ -	6	WL
24	1712 Beam Dr	849147	$ 225.89	2	
25	1851 Reddy St	849156	$ -	2	CBO
26	1100 Gimon Cir	849160	$ 171.14	3	
27	1804 Lacey St	849353	$ 146.35	1	
28	2601 Morning side Dr	849168	$ 252.79	4	
29	703 Euclid Ave	849169	$ 156.03	5	
30	1611 Dr. Martin Luther King	849148	$ 72.05	2	FL/CR
	Total		$ 3,366.72		

District total for this group		Numbers of lots cut	
1	13	1	9
2	7	2	4
3	2	3	2
4	2	4	2
5	4	5	1
6	2	6	0
7	0	7	0
	30		18

*ADD Added in from other Groups *N/A Taken out by Inspector *WLWooded Lot

*CBO Cut By Owner *FL/CR Fenced Lot-Cut ROW *MIG Merged in anotehr Group

10/30/18 10/30/18

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**FRIST CLASS AUTO & WHOLESALES**		
Address:	**4235 ST STEPHENS RD**		
City, State, Zip:	**EIGHT MILE AL 36613**		
Group Number:	**1576**	Item #	**1**

Lot Description: **UNDIV 1/2 INT IN FOLL LOT 19 BLK E BOOKER T WASHI NGTON GDNS MBK 4 P 208 ADD 1/2 INT TO WILLIAMS GERALDINE #SEC 44 T4S R1W #MP29 02 44 0 010 (29 02 44 0 010 007.XXX) 2103 BUTLER ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	8,165	$	0.0125	$	102.06
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	0	$	5.00	$	-
		Total Project Cost:			**$**	**147.06**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**STATE OF ALABAMA**		
Address:	**MOFFETT RD**		
City, State, Zip:	**MONTGOMERY AL 36130**		
Group Number:	**1576**	Item #	**6**

Lot Description: **LOT 7 BLK 1 JOHN FOSTER SUB DBK 156 P 283 LESS & EXC R/W #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 023.XXX) MOFFETT ROAD**

Nuisance Date:	1/23/2018	Posting Date:	2/20/2018	Hearing Date:	2/27/2018
Da Date lot was cut:		10/29/2018	Contractor:	Mr. Broderick Kirksey	

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	15,814	$	0.0125	$	197.68
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	1	$	5.00	$	5.00
		Total Project Cost:			**$**	**247.68**

Sheila Dear
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**STATE OF ALABAMA**		
Address:	**769 HOLCOMBE AVE**		
City, State, Zip:	**MONTGOMERY AL 36130**		
Group Number:	**1576**	Item #	**10**

Lot Description: **LOTS 11, 12 & 13 BLK 13 BON AIR ESTS DBK 156 P 374-7 #SEC 29 T4S R1W #MP29 09 29 4 003 (29 09 29 4 003 051.XXX) 769 HOLCOMBE AVE**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	23,601	$	0.0125	$	295.01
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	5	$	5.00	$	25.00
		Total Project Cost:			**$**	**365.01**

Shelia Dear
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**HEREZI JAVIER GILBERTO**		
Address:	**8200 NW 40TH ST**		
City, State, Zip:	**CORAL SPRINGS FL 33065**		
Group Number:	**1576**	Item #	**11**

Lot Description: **LOT 14 BLK K NESSES ADD TO CRICHTON MBK 4 PG 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 060.XXX) 2873 FREDRICK ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	6,209	$ 0.0125	$ 77.61
Adminitration Fee	Each	1	$ 45.00	$ 45.00
Debris Removal	Cubic Yard	3	$ 5.00	$ 15.00
		Total Project Cost:		**$ 137.61**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**STATE OF ALABAMA**		
Address:	**2801 COTTON ST**		
City, State, Zip:	**MONTGOMERY AL 36130**		
Group Number:	**1576**	Item #	**13**

Lot Description: **THAT PART OF LOT 1 GENTRY COMMERICAL PARK MBK 32/95 DESC AS FOLLS: COMG AT THE SW COR OF SD LOT 1 TH RUN NLY 215.17 FT TO THE POB TH CONT NLY 235.54 FT TH RUN E 435.55 FT TH RUN NLY 130 FT(S) TH RUN SELY ALG THE S ROW/L OF COTTON ST A DIST OF 200.30 FT TH RUN SLY 76.32 FT TH RUN E 68 FT TH RUN SELY ALG THE W/L OF ICG R/R A DIST OF 242.74 FT TH RUN W 780.26 FT TO THE POB & ALSO 20 FT STRIP OF LAND LYING W OF LOT 4 LIBERTY PARK MBK 3 PG 695 #SEC 07 T4S R1W #MP29 03 07 4 003 (29 03 07 4 003 023.001) 2801 COTTON ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	9,321	$ 0.0125	$ 116.51
Adminitration Fee	Each	1	$ 45.00	$ 45.00
Debris Removal	Cubic Yard	5	$ 5.00	$ 25.00
		Total Project Cost:		**$ 186.51**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**LINDSEY BARKLEY**		
Address:	**6826 AUTUMN RAIN LN**		
City, State, Zip:	**SPRING TX 77379**		
Group Number:	**1576**	Item #	**14**

Lot Description: **FROM SW COR OF FARNELL DR & NAVCO RD PLAT OF GULF MANOR 2ND ADD RUN S 04 DEG 55 MIN W ALG W/L OF NAVCO RD 202.50 FT TO PT TH N 85 DEG 5 MIN W 129.00 FT TO A PT TH N 04 DEG 55 MIN E 4.25 FT TO A PT TH N 84 DEG 41 MIN W 181.60 FT TH S 4 DEG 43 MIN W 285.30 FT TO A PT TH N 85 DEG 13 MIN W 53.25 FT TO A PT TH S 4 DEG 47 MIN W 692.95 FT TO A PT ON N ROW LINE OF INT HWY 10 TH S 63 DEG 02 MIN W ALG SD N LINE 229.33 FT TO A PT TH N 4 DEG 47 MIN E 688 FT TO A PT BEING POB OF PPTY DESC HEREIN TH E 150 FT TO A PT TH N 4 DEG 47 MIN E 300 FT TO A PT TH RUN WLY 150 FT TH S 4 DEG 47 MIN W 300 FT TO POB #SEC 36 T5S R1W #MP32 03 36 0 001 (32 03 36 0 001 118.01X) 1654 NAVCO RD**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	39,267	$	0.0125	$	490.84
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	2	$	5.00	$	10.00
		Total Project Cost:			**$**	**545.84**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**BOLDEN JOHN**		
Address:	**P O BOX 190143**		
City, State, Zip:	**BIRMINGHAM AL 35219-0143**		
Group Number:	**1576**	Item #	**15**

Lot Description: **LOT 15 BLK 4 LINCOLN PLACE #SEC 44 T3S R1W #MP22 08 44 0 019(22 08 44 0 019 058.XXX) 904 CHERRY ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	3,944	$	0.0125	$	49.30
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	2	$	5.00	$	10.00
		Total Project Cost:			**$**	**104.30**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**WOODYARD MATTIE**		
Address:	**3325 MABEL STREET**		
City, State, Zip:	**SACRAMENTO CA 95838**		
Group Number:	**1576**	Item #	**17**

Lot Description: **LOTS 13, 14 BLK 1 DIXIE PAR K MBK 3 P 273 SECT 25 T4S R1W #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 006.XXX) 612 BELSAW AVE**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	4,432	$	0.0125	$	55.40
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	0	$	5.00	$	-
		Total Project Cost:			**$**	**100.40**

Shelia Dear
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**MCCARTY JESSIE, ALICE & MOSS**		
Address:	**504 CHARLESTON ST**		
City, State, Zip:	**MOBILE AL 36606-1805**		
Group Number:	**1576**	Item #	**18**

Lot Description: **S 1/2 OF LOT 9 OF SQ 3 FISHER TRT DBK 22/332-333 SD 1/2 LOT HAV A FRONT OF 28 FT 11 IN ON THE E/S OF MAPLE ST & EXT BACK 100 FT EWLLY WITH EVEN WIDTH FOR THE DEPTH OF SD LOT #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 444.XXX) 454 MAPLE ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	1,196	$	0.0125	$	14.95
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	2	$	5.00	$	10.00
		Total Project Cost:			$	**69.95**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**STATE OF ALABAMA**
Address:	**2514 MURIEL AVE**
City, State, Zip:	**MONTGOMERY AL 36130**
Group Number:	**1576** Item # **19**
Lot Description:	**LOTS 29 & 30 BLK 2 2ND ADD TO ST STEPHENS HIGHLANDS MBK 4 PG 94 LESS & EXC THE FOLL PCL OF LAND CONVEYED TO THE WIDENING OF BERKLEY AVE VIZ: PAR "A": A STRIP OF LAND 5.5 FT WIDE LYING SE OF PAR TO & ALG THE FULL LENGTH OF THE NW BDRY OF LOT 29 BLK 2 OF ST STEPHENS HIGHLANDS 2ND ADD REC MBK 4/93 PAR "B" A STRIP OF LAND 5.0 FT WIDE LYING SE OF PAR TO & ALG THE FULL LENGTH OF THE NW BDRY OF LOT 30 BLK 2 OF ST STEPHENS HIGHLANDS 2ND ADD REC MBK 4/93 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 079.XXX) 2514 MURIEL AVE**
Nuisance Date:	1/23/2018 Posting Date: 2/13/2018 Hearing Date: 2/20/2018
Date lot was cut:	10/29/2018 Contractor: Mr. Broderick Kirksey

ITEM	UNIT	QUANTITY	PRICE/UNIT	COST
Lot Cutting	Sq. Ft.	6,829	$ 0.0125	$ 85.36
Adminitration Fee	Each	1	$ 45.00	$ 45.00
Debris Removal	Cubic Yard	1	$ 5.00	$ 5.00
		Total Project Cost:		**$ 135.36**

Shelia Dear
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**JOHNSON LEBARRON**		
Address:	**P O BOX 66407**		
City, State, Zip:	**MOBILE AL 36660**		
Group Number:	**1576**	Item #	**20**

Lot Description: **LOTS 60 & 61 BLK 1 SECOND A DD TO ST STEPHENS HIGHLANDS MBK 4 P 93 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 074.XXX) 2501 MURIEL AVE**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	5,145	$	0.0125	$	64.31
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	12	$	5.00	$	60.00
		Total Project Cost:			**$**	**169.31**

Shellia Dear
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**HARRISON PAULA M & ANNIE HARRISON**		
Address:	**2604 GOLD AVE**		
City, State, Zip:	**MOBILE AL 36617**		
Group Number:	**1576**	Item #	**21**

Lot Description: **LOT 14 BLK 10 MECHEM & SAGE 2ND ADD TO LAFARGUE TRT DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 357.XXX) 1203 WELLINGTON ST**

Nuisance Date:	1/23/2018	Posting Date:	2/13/2018	Hearing Date:	2/20/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	7,075	$	0.0125	$	88.44
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	0	$	5.00	$	-
		Total Project Cost:			**$**	**133.44**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**WACHOVTA-COLL AGT/SASS MUNI IV**		
Address:	**1185 AVENUE OF THE AMERICAS 18TH FLOOR**		
City, State, Zip:	**NEW YORK NY 10063**		
Group Number:	**1574**	Item #	**24**

Lot Description: **LOT 108 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 058.XXX) 1712 BREAM DR**

Nuisance Date:	12/26/2017	Posting Date:	1/23/2017	Hearing Date:	1/30/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	13,671	$	0.0125	$	170.89
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	2	$	5.00	$	10.00
		Total Project Cost:			**$**	**225.89**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 2, 2018

Lot Owner:	**KING ZACHARY D**		
Address:	**307 WINACKER AVENUE**		
City, State, Zip:	**MOBILE AL 36604**		
Group Number:	**1576**	Item #	**26**

Lot Description: **LOT 9 BLK 8 FULTON RIDGE ESTS MBK 4 PG 110-115 AS SHOWN ON BCM CONVERSE INC DRAWING # ROW2 PROJ 05-0005 -03 DTD 2/87 ALSO BEING KNOWN AS 1100 W GIMON CIR #SEC 32 T4S R1W #MP29 11 32 4 003 (29 11 32 4 003 007.XXX) 1100 GIMON CIR**

Nuisance Date:	12/26/2017	Posting Date:	1/23/2017	Hearing Date:	1/30/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	10,091	$	0.0125	$	126.14
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	0	$	5.00	$	-
		Total Project Cost:			**$**	**171.14**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**STATE OF ALABAMA**		
Address:	**1804 LACEY ST**		
City, State, Zip:	**MONTGOMERY, AL 36130**		
Group Number:	**1576**	Item #	**27**

Lot Description: **LOT 7 BLK 1 STRAUSS THIRD ADD TO TOULMINVILLE DBK 156 N.S. P 373 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 387.XXX) 1804 LACEY ST**

Nuisance Date:	12/26/2017	Posting Date:	1/23/2017	Hearing Date:	1/30/2018
Date lot was cut:	10/29/2018	Contractor:	Mr. Broderick Kirksey		

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	4,108	$	0.0125	$	51.35
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	10	$	5.00	$	50.00
		Total Project Cost:			$	**146.35**

Sheila Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
November 2, 2018

Lot Owner: **FINLEY AMOS LORENZO**
Address: **1600 MICHIGAN AVE APT #740**
City, State, Zip: **MOBILE AL 36605**
Group Number: **1576** Item # **28**

Lot Description: **LOT 60 THIRD UNIT OF MORNINGSIDE MANOR MBK 8/194 #SEC 37 T5S R1W #MP32 02 37 0 005 (32 02 37 0 005 169.XXX) 2601 MORNINGSIDE DR**

Nuisance Date: 12/26/2017 Posting Date: 1/23/2017 Hearing Date: 1/30/2018
Date lot was cut: 10/29/2018 Contractor: Mr. Broderick Kirksey

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	15,423	$	0.0125	$	192.79
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	3	$	5.00	$	15.00
		Total Project Cost:			**$**	**252.79**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 2, 2018

Lot Owner: **STATE OF ALABAMA**
Address: **703 EUCLID AVE**
City, State, Zip: **MOBILE AL 36606**
Group Number: **1576** Item # **29**

Lot Description: **LOT 2 BLK 14 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 105.XXX) 703 EUCLID AVE**

Nuisance Date: 1/9/2018 Posting Date: 2/6/2018 Hearing Date: 2/13/2018
Date lot was cut: 10/29/2018 Contractor: Mr. Broderick Kirksey

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	6,482	$	0.0125	$	81.03
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	6	$	5.00	$	30.00
		Total Project Cost:			**$**	**156.03**

Shelia Dean
CLERK

Felicia Dean
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 2, 2018

Lot Owner:	**SIDHOM ELIA S**
Address:	**2301 BROAD ST**
City, State, Zip:	**SELMA AL 36701**
Group Number:	**1576** Item # **30**
Lot Description:	**BEG AT A PT ON THE W/S OF DAVIS AVE 88 FT SLY FROM THE SW INT OF DAVIS AVE & ST CHARLES AVE WHICH PT IS WHERE THE S/L OF THE PPTY OF WISEMAN INT THE WLY/L OF DAVIS AVE RUN TH IN A SLY DIR ALG THE WLY/L OF DAVIS AVE 68 FT TO A PT TH RUN IN A WLY DIR & AT RT ANG OR NLY SO WITH DAVIS AVE 89 FT TO A PT TH IN A NLY DIR 68 FT TO A PT TH IN A ELY DIR 89 FT TO DAVIS AVE & THE POB SD PPTY BEING BDED ON THE NW/S BY PPTY OF WISEMAN ON THE E BY DAVIS AVE & ON THE S BY PPTY REC COND BY THE MOB HSG BOARD #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 368.XXX) 1611 DR MARTIN LUTHER KING JR AVE**
Nuisance Date:	12/26/2017 Posting Date: 1/23/2017 Hearing Date: 1/30/2018
Date lot was cut:	10/29/2018 Contractor: Mr. Broderick Kirksey

ITEM	UNIT	QUANTITY		PRICE/UNIT		COST
Lot Cutting	Sq. Ft.	1,364	$	0.0125	$	17.05
Adminitration Fee	Each	1	$	45.00	$	45.00
Debris Removal	Cubic Yard	2	$	5.00	$	10.00
		Total Project Cost:			**$**	**72.05**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
60-787	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/6/2018

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
TO ASSIST IN THE LANDSCAPE MAINTENANCE FOR THE MEDIAN ON DAUPHIN STREET BETWEEN SPRINGHILL MEDICAL CENTER AND SOUTH MCGREGOR AVE.

Amount of Contract:
$15,000.00

Funding Source

Project # DSC-05 / 10041020-42080
Project String
Budget Amendment **REDUCE** **INCREASE**
Grant Funds

Discretionary Funds DSC-05
Contract Number:
Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
THE VILLAGE OF SPRING HILL	Cover Memo	11/1/2018

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	11/1/2018 - 1:32 PM
Finance	McMillan, Marilyn	Rejected	11/1/2018 - 3:21 PM

60- 2018

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to donate $15,000.00 to the Village of Spring Hill from his discretionary funds*; and

WHEREAS, *the Village of Spring Hill* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Village of Spring Hill will be used to assist in the landscape maintenance for the median on Dauphin Street between Springhill Medical Center and S. McGregor Avenue* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Village of Spring Hill* serves a public purpose and further approves and directs the payment of same.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
summary sheet	Cover Memo	11/1/2018
60-788	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/6/2018

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER BESS RICH

Purpose and Scope of Project:
FUNDS WILL BE USED TO REPLACE TEE PADS, DISC BASKETS AND TO HELP RENOVATE THE GOLF COURSE AT THE MEDAL OF HONOR DISC GOLF COURSE

Amount of Contract:
$3,000.00

Funding Source

Project # DSC-06 / 10041020-42080
Project String
Budget Amendment **REDUCE** **INCREASE**
Grant Funds

Discretionary Funds DSC-06
Contract Number:
Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MOBILE AREA DISC GOLF ASSOCIATION	Cover Memo	11/1/2018

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	11/1/2018 - 1:30 PM
Finance	McMillan, Marilyn	Rejected	11/1/2018 - 3:20 PM

60- 2018

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*

WHEREAS, *Councilmember Rich wishes to donate $3,000.00 to the Mobile Area Disc Golf Association from her discretionary funds*; and

WHEREAS, *the Mobile Area Disc Golf Association* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Mobile Area Disc Golf Association will be used to replace tee pads, disc baskets and to help renovate the golf course at the Medal of Honor Disc Golf Course* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Mobile Area Disc Golf Association* serves a public purpose and further approves and directs the payment of same.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
60-789	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/1/2018 - 4:26 PM

60-789

2018

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Levon Manzie*

WHEREAS, *Councilmember Manzie wishes to donate $500.00 to the United Way of Southwest Alabama from his discretionary funds*; and

WHEREAS, *the United Way of Southwest Alabama* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *United Way of Southwest Alabama will be used to provide services for the victims of Hurricane Michael by feeding the residents & first responders, cleaning supplies and hygiene kits* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the United Way of Southwest Alabama* serves a public purpose and further approves and directs the payment of same.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/6/2018

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER LEVON MANZIE

Purpose and Scope of Project:
TO PROVIDE SERVICES FOR THE VICTIMS OF HURRICANE MICHAEL BY FEEDING THE RESIDENTS, FIRST RESPONDERS, CLEANING SUPPLIES AND HYGIENE KITS

Amount of Contract:
$500.00

Funding Source
Project # DSC-02 / 10041020-42200
Project String
Budget Amendment **REDUCE** **INCREASE**
Grant Funds

Discretionary Funds DSC-02
Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
UNITED WAY OF SOUTHWEST ALABAMA	Cover Memo	11/1/2018

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Archinique Kidd, Supplier Manager

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Approve and the attached Appropriation Contract between the County of Mobile and the City of Mobile to assist local small business owners in the construction field with obtaining insurance and bonding for their projects through the Micro-Economic Loan Program. The County will appropriate to the City the sum of $20,000

Effective Date of Contract:

11/6/2018

Funding Source

Project # n/a **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/30/2018
Appropriation Contract	Backup Material	10/30/2018

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Hill, Ashton	Approved	10/30/2018 - 11:03 AM
Finance	McMillan, Marilyn	Approved	10/31/2018 - 10:00 AM
Mayors Office	Wesch, Paul	Approved	10/31/2018 - 11:38 AM

2018

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Appropriation Contract 10-8-18 (14) CDP 101-19 between the City of Mobile ("City") and the County of Mobile for the purpose of assisting local small disadvantaged business owners in the construction field obtain insurance and bonding for their projects through the Micro-Economic Loan Program, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPROPRIATION CONTRACT
10-8-18 (14) CDP 101-19

STATE OF ALABAMA:

COUNTY OF MOBILE:

WHEREAS, county governments in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and a public benefit provided; and

WHEREAS, the City of Mobile, Alabama, situated in Mobile County, Alabama, provides a Micro-Economic Loan Program (the Program) to assist local small disadvantaged business owners in the construction field obtain insurance and bonding for their projects; and

WHEREAS, the Mobile County Commission finds and determines that contributing funds to be utilized in the Program will serve a public purpose;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County), and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (the City), enter into the following mutual agreement:

1. The County will appropriate to the City the sum of Twenty Thousand and 00/100 Dollars (**$20,000.00**) (the funds) to be paid in one lump sum.

2. The City shall utilize the funds to make loans to qualifying business owners through the Micro-Enterprise Loan Program (the Program); provided, any loan funds repaid to the Program shall be utilized for the same purpose. The funds shall not be used for administrative or any other City expense associated with the operation of the program.

3. On or before June 30, 2019, and continuing on the same day thereafter for a period of three (3) years, the City shall provide to the County a report which shall summarize the accomplishments and activities of the Program during the preceding fiscal year. Such report shall be signed by the City's Executive Director of Finance.

5. The City shall in the operation of the Program comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

6. The Contractor shall include the following on all publications and releases, to include all written, audio, visual or social media relating to the Program: "The Micro-Enterprise Loan Program is supported in part by funds awarded by the Mobile County Commission."

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST:

MOBILE COUNTY, ALABAMA

_____
John Pafenbach
County Administrator

_____
Connie Hudson, President
Mobile County Commission
Date:_____

ATTEST:

CITY OF MOBILE, ALABAMA

_____
City Clerk

_____
William Stimpson, Mayor
Date:_____

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution and contract	Cover Memo	11/6/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	11/6/2018 - 9:58 AM

Resolution Approving a Professional Services Contract with Marion Steinfels to Provide Certain Communications Services for the Mobile City Council

Findings.

(a) On March 15, 2016, the Council adopted Resolution 01-180 which authorized and directed the mayor to execute a certain Communications Consultant Agreement with an individual for:

> the performance of certain tasks relating to the management of communication services and resources to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in timely, transparent, and professional manner.

(b) Instead of executing the Communications Consultant Agreement as authorized and directed by the Council, by letter dated April 1, 2016 the mayor appointed the same individual to the position of Communications Coordinator, stating among other things, "your employment is authorized under the Code of Alabama, Section §11-44C-40. This means your employment is at will, and you serve at the pleasure of the mayor;" and, "this is a temporary, non-merit Position . . . effective March 19, 2016, until September 30, 2016."

(c) By letter dated September 27, 2016 the Mayor reappointed the individual stating the position was non-merit, meaning it was not a classified position within the meaning of the Mobile County Personnel Law, 1939 Alabama Acts 238 Act. No. 470, September 15, 1939 (hereafter referred to as "Act 470") and stated:

> You will report to the President, Mobile City Council, take direction from all City Councilors and coordinate with the Senior Director, Communications and External Affairs to enhance communication between the Mayor's Office and City Council, as well as outward communication to the citizens of Mobile.

(d) On October 11, 2016 the mayor recommended, and the Council approved, Ordinance 02-048 which amended the organizational chart for the City of Mobile, in accordance with *Ala. Code* §11-44C-23 (hereafter referred to as "the organizational chart"). The organizational chart recognized a position outside the administrative service--Communications Coordinator--which reported directly to the City Council.

(e) From March 2016 and continuously through October 10, 2018 the Communications Coordinator worked diligently for the City Council and performed all tasks assigned under the direction of the City Council with alacrity and dispatch. The Council was pleased with the performance of the Communications Coordinator, and never received a complaint about her services from the administration, the media, or the general public.

(f) At approximately 8:15 a.m. on Wednesday, October 10, 2018 without prior notice to either the Council or the Communications Coordinator, the City Attorney telephoned the

Communications Coordinator and told her that she was terminated, effective immediately. He gave no explanation for this decision, and moments later, her City-issued cell phone was disconnected while she was speaking about a business matter with a council member. In addition, she was locked out of her computer and email account, making it impossible for her, or the Council, to access important information on ongoing projects.

(g) During the pre-council meeting on October 16, Council members sought an explanation from the mayor's chief of staff and the city attorney about the reasons for this precipitous action, but there was no response. Subsequent to the October 16 meeting, several Councilors met with the Mayor to explain how his actions have undermined and interfered with the Council's ability to communicate with the citizens about legislative policy; and more importantly, how the abrupt termination of the Communications Coordinator has adversely affected the morale of the other employees who work in the Council office.

(h) The power to contract is a legislative power, vested in the council by virtue of *Ala. Code §§* 11-44C-11, 11-44C-21 and 11-40-1. The professional services to be provided in the attached contract are indispensable to the council's ability to serve their constituents.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama, as follows:

Section 1.

The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Alabama the attached professional services contract with Marion Steinfels for the performance of certain tasks relating to the management of communication services and resources on behalf of the Council to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in a timely, transparent, and professional manner.

Section 2:

In accordance with the *Ala. Code* § 11-47-5 :

(a) Within 48 hours after the passage of this Resolution, the City Clerk shall transmit said contract to the mayor for his execution. The mayor shall promptly execute the contract and return it to the city clerk.

(b) Should the Mayor fail to execute and return the agreement within 10 days from the date this resolution was passed by the Council, the contract shall then be executed in the name of the City of Mobile, Alabama by the president of the Council. In the event of a vacancy in the office of president of the Council, the contract shall then be executed in the name of the City of Mobile, Alabama by the vice-president of the Council.

Approved:

_____

Lisa C. Lambert, City Clerk

COMMUNICATIONS CONSULTANT AGREEMENT

This agreement is made this ____ day of November, 2018, between the CIT OF MOBILE and MARION STEINFELS (hereinafter referred to as "Consultant").

1. PURPOSE. The City Council of the City of Mobile is engaging the Consultant, Marion Steinfels, to perform certain tasks relating to the management of communication services and resources to connect citizens, community organizations, and businesses to local government by increasing public awareness of programs, services, and activities in a timely, transparent, and professional manner.

2. TERM. This Agreement shall commence immediately upon its execution and shall continue in force and effect until October 31, 2021. Consultant agrees and acknowledges that her engagement is at the will of the City Council of the City of Mobile.

3. TERMINATION. This Agreement may be terminated with or without cause at any time by either party upon fourteen (14) days written notice. Upon termination, all work done by the Consultant shall be immediately turned over to the City Council and all payments for work performed by the Consultant shall become immediately due and payable. The City shall be obligated to pay the Consultant only the compensation earned and approved expenses incurred prior to termination.

4. PERFORMANCE. The Consultant warrants that she will spend the time necessary to accomplish the tasks called for by this agreement.

5. INDEPENDENT CONTRACTOR. It is understood and agreed by all parties that Consultant is not an officer or employee of the city, but a professional who at all times shall remain an independent contractor.

a. Nothing herein shall be deemed to create an agency, joint venture, or partnership relations between the parties hereto.
b. Nothing in this Agreement shall be deemed to constitute an employment agreement and the Consultant is not entitled to receive any of the benefits, rights or protections which an employee of the City of Mobile would receive.
c. The compensation payable hereunder in respect of services provided are and shall be regarded as freelance earnings, and no income tax or social security deductions will be deducted from the compensation payable hereunder.

6. COMPENSATION. For all services rendered by Consultant under this Agreement, the City of Mobile will pay the Consultant the sum of $6,291.66 per month. The City will also reimburse expenses incurred by Consultant, provided the expenses in excess of

$100.00 must be approved in writing signed by the President or Vice President of the City Council prior to the time they are incurred.Consultant will provide the City clerk an appropriate invoice each month.

7. PROVISION OF NECESSARY OFFICE SPACE AND EQUIPMENT. The City will provide Consultant with necessary office space and equipment to enable her to perform the services contemplated by this Agreement. It is further understood that Consultant will at times be able to perform tasks and services contemplated by this Agreement at her own office away from Government Plaza.

8. INSURANCE. Consultant shall at all times during the term of this Agreement, and any renewal thereof, maintain automobile insurance in the minimum amounts of $100,000 per injury, $300,000 per occurrence, for bodily injury and property damage.

9. PROPRIETARY RIGHTS. Consultant agrees and acknowledges that all images, logos, trademarks, slogans, artwork, written materials, drawings, photographs, graphic material, film, or music that is created by Consultant specifically for the City Council under this Agreement and accepted by the City Council shall be the property the City Council and the City of Mobile, unless otherwise agreed in writing signed by the Consultant and the President or Vice President of the City Council.

10. ASSIGNMENT. Neither party may assign this Agreement, or the performance of any tasks contemplated by this Agreement, unless consented to in writing signed by the Consultant and the President or Vice President of the City Council.

11. GOVERNING LAW. This Agreement will be governed by the laws of the State of Alabama.

12. Consultant agrees that she will comply with all requirements of the State of Alabama Immigration Law (Act No. 2011-535, as amended by Act 2012-491, Alabama Code (1975) Section 31-13-1, et se., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

13. Consultant agrees that she will at all times comply with all Federal and State laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested by the City. Consultant agrees that she will not discriminate against anyone on the basis of race, color, religion, national origin, handicap, veteran status, age or sex.

MAYOR
CITY OF MOBILE

VICE PRESIDENT
MOBILE CITY COUNCIL

MARION STEINFELS
208 Levert Avenue
Mobile, Alabama 36607

AGENDA ITEM SUMMARY SHEET

Agenda of:11/6/2018

Submitted by:

Chief Paul M. Sealy, Mobile Fire-Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive funding from the Department of Homeland Security - FEMA for the FY 2018 Assistance to Firefighters Grant in the amount of $234,960.00.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds 213,600.00 **Matching Funds** 21,360.00

ATTACHMENTS:

Description	Type	Upload Date
backup documentation	Cover Memo	11/5/2018
resolution - amended	Cover Memo	11/5/2018

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	10/29/2018 - 3:38 PM
Legal	Hill, Ashton	Approved	10/29/2018 - 2:58 PM
Mayors Office	Wesch, Paul	Approved	10/31/2018 - 11:38 AM

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

AFG Application (General Questions and Narrative)

OMB No.: 1660-0054
Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

Applicant's Acknowledgements

* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

* As required per 2 CFR ¿ 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.

* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).

* I certify that the applicant organization is aware that this application period is open from 09/24 to 10/26/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf

* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Jeremy P. Lami** on **2018-10-26 01:11:42.0**

Overview

*** Did you attend one of the workshops conducted by an AFG regional fire program specialist?** Yes, I have attended workshop *** Did you participate in a webinar that was conducted by AFG?** Yes
*** Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?** Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.
Fields marked with an * are required.

Preparer Information

Preparer's Name	
Address 1	
Address 2	
City	
State	
Zip	- Need help for ZIP+4?

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title	Chief of Staff
Prefix (select one)	N/A
* First Name	Jeremy
Middle Initial	P.
* Last Name	Lami
* Primary Phone	251-895-8806 Ext. Type cell
* Secondary Phone	251-208-7864 Ext. Type work
Optional Phone	Type
Fax	251-208-5813
* Email	lamij@cityofmobile.org

FEMA Form 080-0-2

Contact Information

Alternate Contact Information Number 1

* Title	Fire Chief			
Prefix (select one)	N/A			
* First Name	Paul			
Middle Initial	M			
* Last Name	Sealy			
* Primary Phone	251-208-7353	Ext.		Type work
* Secondary Phone	251-605-4035	Ext.		Type cell
Optional Phone			Type	
Fax				
* Email	sealyp@cityofmobile.org			

Alternate Contact Information Number 2

* Title	Chief of Operations			
Prefix (select one)	N/A			
* First Name	James			
Middle Initial				
* Last Name	Frank			
* Primary Phone	251-402-9380	Ext.		Type cell
* Secondary Phone	251-208-7791	Ext.		Type work
Optional Phone			Type	
Fax				
* Email	frankj@cityofmobile.org			

FEMA Form 080-0-2

Applicant Information

EMW-2018-FO-05477
Originally submitted on 10/26/2018 by Jeremy Lami (Userid: ChiefPappas64)

Contact Information:

Address: 701 St Francis Street
City: Mobile
State: Alabama
Zip: 36602
Day Phone: 2512087351
Evening Phone: 2518958806
Cell Phone: 2512951603
Email: lamij@cityofmobile.org

Application number is EMW-2018-FO-05477

* Organization Name	Mobile Fire-Rescue Department
* Type of Applicant	Fire Department/Fire District
* **Fire Department/District, Non-Affiliated EMS, and Regional applicants**, select type of Jurisdiction Served :	City
If "Other", please enter the type of Jurisdiction	

SAM.gov **(System For Award Management)**

* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	Mobile, City of DBA Mobile Fire Department

* What is the legal business address of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1	701 Saint Francis Street
Mailing Address 2	
* City	Mobile
* State	Alabama
* Zip	36602 - 1897 Need help for ZIP+4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	63-6001318
* Is your organization using the DUNS number of your Jurisdiction?	Yes
I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)	☑
	805836699

* What is your 9 digit DUNS number?

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.
Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.	☑

Headquarters or Main Station Physical Address

* Physical Address 1	701 St. Francis Street
Physical Address 2	
* City	Mobile
* State	Alabama
* Zip	36602 - 1897 Need help for ZIP+4?

Mailing Address

* Mailing Address 1	701 Saint Francis Street
Mailing Address 2	
* City	Mobile
* State	Alabama
* Zip	36602 - 1897 Need help for ZIP+4?

Bank Account Information

* The bank account being used is: (Please select one from the right)

Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	062006505
* **Your account number**	1110163167

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* Is the applicant delinquent on any Federal debt?	No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

FEMA Form 080-0-2

Fire Department/Fire District Department Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* What kind of organization do you represent?	All Paid/Career
If you answered "Combination", above, how many career members in your organization? (whole numbers only)	
If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)	
* What type of community does your organization serve?	Urban
* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters)	Yes
* What is the square mileage of your first-due response area? (whole number only)	250
* What percentage of your response area is protected by hydrants? (whole number only)	85 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Mobile County
* Does your organization protect critical infrastructure?	Yes

If "Yes", please describe the critical infrastructure protected below:

Regional Airport, Port of Mobile, Major Hub for CSX Railroad, Coast Guard Base, Austal Shipbuilding for U.S. Navy, I-10 east/west corridor, Multiple aerospace engineering facilities. Residential, commercial, industrial, agriculture, undeveloped properties, open space, and wildland. Aerospace, steel, ship building, retail services, construction, medicine, and manufacturing are Mobile's major industries. The RSA Battle House Tower is located in Mobile and is Alabama's tallest building. In fact, it is the tallest building on the Gulf Coast outside of Houston. The tower consists of 25 office floors, 3 lobby floors, 4 hotel floors, and 1 service floor, together with 30 elevators and 534,268 square feet of column-free floorspace and a total building area of 189,644 square feet. The Port of Mobile is Alabama's only saltwater port and boasts the nation¿s 12th largest port by tonnage. The Port of Mobile has public, deep-water terminals with direct access to 1,500 miles of inland and intracoastal waterways serving the Great Lakes, the Ohio and Tennessee river valleys, and the Gulf of Mexico. In 1999, Mobile partnered with Austal USA, who is currently under contract with the United States Navy to build the Littoral Combat Ship (LCS). Austal currently has a workforce of nearly 4,500 employees. In addition, Mobile is a home port for Carnival Cruise Lines. The Mobile Aeroplex at Brookley is an industrial complex and airport located 3 miles south of the central business district of the city. It is the largest industrial and transportation complex in the region with 70 companies spread over 1,650 acres. Notable employers at Brookley include Airbus North America Engineering, ST Aerospace Mobile, and Continental Motors. Airbus recently completed a $600 million factor at the Brookley Aeroplex for the assembly of the A319, A320, and A321 aircraft. Local airline passengers are served by the Mobile Regional Airport, with direct connections to four major airports. Mobile is served by four Class I railroads, including the Canadian National Railway (CNR), CSX Transportation (CSX), the Kansas City Southern Railway (KCS), and the Norfolk Southern Railway (NS). The Alabama and Gulf Coast Railway (AGR), a Class III railroad, links Mobile to the Burlington Northern and Santa Fe Railway (BNSF) at Amory, Mississippi. Two major interstate highways converge in Mobile. Interstate 10 runs northeast to southwest across the city and Interstate 65 begins in Mobile and runs North. The George Wallace Tunnel is a pair of road tunnels that carry Interstate 10 through Mobile and averages 72,000 vehicles a day. The City of Mobile has four major hospitals and the only Level I Trauma Center in southwest Alabama. Level I Trauma Centers have the capability of providing leadership and total care of every aspect of injury, from prevention through rehabilitation.

* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties? ¿	15 %
* What percentage of your primary response area is for commercial and industrial purposes?	35 %
* What percentage of your primary response area is used for residential purposes?	50 %
* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? (whole numbers only)	258000
* Do you have a seasonal increase in population?	No
If "Yes" what is your seasonal increase in population?	
* How many active firefighters does your department have who perform firefighting duties? (whole numbers only)	445
* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only)	445
Does your department have a Community Paramedic program?	Yes
How many personnel are trained to the Community Paramedic level? (whole numbers only)	15
* How many stations are operated by your organization? (whole numbers only)	20
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy.	Yes
If you answered "Yes" above, please enter your FDIN/FDID	00201
* How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only)	445
* How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I)	445
Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

* What services does your organization provide?

Advanced Life Support	Emergency Medical Responder	Rescue Operational Level
Airport Rescue Firefighting (ARFF)	Haz-Mat Operational Level	Rescue Technical Level
Basic Life Support	Haz-Mat Technical Level	Structural Fire Suppression
Community Paramedic	Maritime Operations/Firefighting	Wildland Fire Suppression

* Please describe your organization and/or community that you serve.

The Mobile Fire Rescue Department (MFRD) is located in Mobile County in Southwest Alabama, along the Northern Gulf coast. Currently our department maintains approximately 450 sworn personnel of which 144 personnel are NREMT- Paramedics. The Mission of the Mobile Fire Rescue Department is to identify and

respond to community needs in order to deliver an effective and efficient system of services which minimize risk to life, health, and property from fire, trauma, acute illness, and hazardous conditions.¿ The MFRD maintains a fire fighting force capable of handling emergencies which include; structural fires, hazardous material mitigations, and all types of rescues and catastrophes. We also provide emergency medical services with transport capability. The MFRD also conducts fire prevention, education services and fire and arson investigations. Currently, the Mobile Fire Rescue Department has an armamentarium of 47 pieces of apparatus that include (18) ALS ambulances (11 Front line and 7 reserve units for surge capacity), (20) Engine companies, (6) ladder companies, (5) rapid response sprint vehicles, (3) technical rescue vehicles, a Hazmat unit, a Fire boat and a Urban Search and Rescue (USAR) team (Alabama Task Force 1), that covers a jurisdictional response of over 250 square miles, with a metro population of approximately 326,000 citizens with 38,255 calls for service for calendar year 2017. All of our apparatus are staffed by nationally registered EMT¿s and Paramedics. 100% of the MFRD Firefighter personnel are certified to NFPA 1001. The Mobile Fire Rescue Department (MFRD) has steadily realized an increase for emergency responses, especially for medical emergencies that surpasses greater than 82% of the Departments annual call volume. The Mobile Fire Rescue Department service area includes; Nine area high schools, Ten middle schools, Twenty-six elementary schools, Seven private and parochial schools, Six schools of higher education including colleges and universities. The University of South Alabama alone has nearly 16,000 students in enrollment. Our Response area includes two Airports with multiple aerospace industries, a Carnival Cruise ship terminal, Ladd Peebles Stadium (40,000 seat capacity) with two annual collegiate bowl games, several malls, numerous nursing homes and The Alabama State docks which encompasses 4000 acres with 41 births, making it one the busiest seaports in the nation. The MFRD and the city of Mobile also entertains over 1.2 million visitors each year for the city¿s annual Mardi Gras celebration. All of these entities rely on the Mobile Fire Rescue Department for quick, capable, quality and professional responses.

FEMA Form 080-0-2

Fire Department Characteristics (Part II)

	2017	2016	2015
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	4	3	4
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	16	16	13
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	95	94	99

*Over the last three years, what was your organization's operating budget?	2556043
* How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	92
Does your department have any rainy day reserves, emergency funds, or capital outlay?	No
If Yes, what is the total amount currently set aside?	
If Yes, describe the planned purpose of this fund	

* What percentage of your annual operating budget is derived from:
Enter numbers only, percentages must sum up to 100%

	2017	2016	2015
Taxes?	100 %	100 %	100 %
Bond Issues?	0 %	0 %	0 %
EMS Billing?	0 %	0 %	0 %
Grants?	0 %	0 %	0 %
Donations?	0 %	0 %	0 %
Fund drives?	0 %	0 %	0 %
Fee for Service?	0 %	0 %	0 %

* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

Due to the lack of revenue from the City, the MFRD is unable to fund the equipment needed in order to meet the demands of the rapidly changing fire service. The Department spends 92% of its revenue on salaries and benefits for its employees. The remainder is used for our day to day operations and those funds have remained flat for the past four (4) budget years. This is largely due to declining population within Mobile, as many residents have moved to small communities located outside city limits. Even with a high tax rate of 10%, revenue has not been enough to sustain all city services. Our department has been forced to reduce the number of personnel available for emergency response. The MFRD budget for 2017-2018 budget period is

$36.2 million. These funds are received from the city¿s general fund. The entire budget is spent annually. The budget breakdown is as follows: personnel costs equal $32,986,078; operating costs equal $3,210,682. The Department does not have any reserve/emergency funds. Sales tax revenue are projected to be about $689,000 less in 2018 than will be actually received in 2017. An increasingly fragile source of City revenue is our sales tax. With no large employer closings and successive new economic development opportunities, the likely cause of stable but ungrowing consumer activity in traditional businesses is the growth of online shopping. Much of this electronic, distance-based commerce goes untaxed. In other cases, large online merchants, such as Amazon, have opted into the Alabama Simplified Sellers Use Tax by which city taxes are avoided at approximately an 85% rate in favor of the State and other taxing authorities. Bottom line is that the State of Alabama now collects a majority of the sales tax from online purchases, which has significantly diminished revenue in the City of Mobile. During recent years, the City of Mobile has suffered shortfalls in expected revenues and projections for the FY 2018 budget have decreased by nearly $9 million. Collectively, all operating department budgets are $3,312,000 less than in 2017. Financial accountability is especially important since a number of departmental costs cannot be controlled. For example, the new City costs of pension contributions will rise from over $24 million in fiscal 2017 to over $25 million in 2018, with approximately $30 million projected for 2019. In addition, the EMS Division has required, on average, a $3.3 million dollar subsidy from the City to remain operational. The MFRD has not received adequate funding, including equipment, during the regular budget for the past seven (7) years. The majority of equipment purchased in prior years was provided as a result of a Federal or State grant. The MFRD is currently attempting to secure funding for five (3) pumpers and one (1) aerial. These units have exceeded their life expectancy of 15 years. In fact, the MFRD is currently using a 1988 Aerial as a front-line apparatus. Due to the age of these units, the repair and maintenance costs are unmanageable. Mobile is also home to one of the largest ports in the country (based on gross tonnage), but we have been unable to secure funding for a fireboat that is out of service. The estimated cost to replace these units is $6.2 million. This year the Department had to conduct major building repairs and allocate funding for a new fire station and Training Facility, at an estimated cost of $3 million. The station and Training Center required rebuilding due to mold issues that were deemed a health hazard. The MFRD and the City of Mobile have sought public/private partnerships and alternative funding sources without success. These necessary expenses are demanding the majority of our budget, not allowing any funding for the critical health and wellness program.

* In cases of demonstrated economic hardship, and upon the request of the grant recipient, the FEMA Administrator may waive or reduce an AFG grant recipient's cost share requirement. Is it your department's intent to apply for cost share waiver? No

* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	19	6	76
Ambulances for transport and/or emergency response:	11	6	22
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	1	0	1
	6	2	18

Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint			
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	2	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	4	0	4
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	5	0	5

FEMA Form 080-0-2

Fire Department Call Volume

	2017	2016	2015
* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Fire - NFIRS Series 100	6912	3687	1521
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	3	4	6
Rescue & Emergency Medical Service Incident - NFIRS Series 300	387	402	361
Hazardous Condition (No Fire) - NFIRS Series 400	604	544	493
Service Call - NFIRS Series 500	2100	1765	1804
Good Intent Call - NFIRS Series 600	5234	4878	4544
False Alarm & False Call - NFIRS Series 700	3870	3509	3544
Severe Weather & Natural Disaster - NFIRS Series 800	23	33	13
Special Incident Type - NFIRS Series 900	3	4	10

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	296	256	246
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	586	298	200
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	18	21	169
What is the total acreage of all vegetation fires?	500	500	500

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	1110	1890	2420
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	717	256	3
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	295	344	509
How many EMS-BLS Response Calls	11089	10870	0
How many EMS-ALS Response Calls	24656	21099	23662
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
How many times did your organization receive Mutual Aid?	6	4	0
How many times did your organization receive Automatic Aid?	0	0	0
	46	32	130

How many times did your organization provide Mutual Aid?			
How many times did your organization provide Automatic Aid?	0	0	0
Of the Mutual and Automatic Aid responses, how many were structure fires?	2	0	0

FEMA Form 080-0-2

View Additional Funding

31- 2018

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council hereby ratifies the application filed by the Mayor to the Department of Homeland Security – FEMA, a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of $234,960.00 for the FY 2018 Assistance to Firefighters Grant. The Memorandum of Agreement for grant assistance together with the application, exhibits, and related documents shall be filed with the City Clerk.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Department of Homeland Security – FEMA, and any other federal agency.

Adopted:

_____

City Clerk