AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 20, 2022, 10:30 AM

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

   Rev. Robert King, New Testament Holiness Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   September 13, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Rev. W. J. Miller for a wavier of the Noise Ordinance at 1356 Government Street on October 1, 2022, from 11:00 a.m. - 6:00 p.m. (District 2).

   Request of the Downtown Mobile Alliance for a waiver of the Noise Ordinance at Cathedral Square on October 6, 2022, from 4:30 p.m. - 8:30 p.m. (District 2).

   Request of Peter Herndon for a waiver of the Noise Ordinance at 355 Government Street on November 5, 2022, 7:00 p.m. - 11:00 p.m. (District 2).

   Request of Orlando Smoots for a waiver of the Noise Ordinance at Cooper Riverside Park on December 4, 2022, from 1:00 p.m. - 6:00 p.m. (District 2).

   Request of Bill Moore for a waiver of the Noise Ordinance at 911 Dauphin Street on February 19, 2023, from 6:00 p.m. - 12:00 a.m. (District 2).
10. **PUBLIC HEARINGS**

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance service.

Public hearing to declare the structure at 2659 Reaves Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 122 Michael Donald Avenue a public nuisance and order it secured/demolished (District 2).

Public hearing to declare the structure at 562 Marcus Drive public nuisance and order it secured/demolished (District 5).

Public hearing to declare the structure at 5014 Perin Road a public nuisance and order it demolished (District 4).

Public hearing to fix costs for demolition of the structure at 1001 Barbara Drive, East; $3,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 256 Clay Street; $2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1479 John H. Campbell, Sr. Way; $2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1712 Dog River Drive, East; $4,000.00 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Women's Foundation of Alabama - Provide information on the economic impact of women in Alabama.

Nick Lawkis & Joel Erdmann - Provide an update on the "Celebrate Mobile" football game.

Keta Manzie - Commemorate Mr. Levon Manzie on the 1st anniversary of his passing.

John Kilpatrick - 2023 Budget

Dr. Sandra Parker, AltaPointe Health, Chief Medical Officer - Explain how AltaPointe utilizes and appreciates City funding.

12. ORDINANCES HELD OVER

01-043 Ordinance to define the City of Mobile "Central Business District" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

14-044 Ordinance to amend "Sec. 14-3, Contract Procedures" of the Mobile

City Code, 1991 (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

64-045 Rezone property located at 915 and 907 Hillcrest Road from B-2 to B-3 (sponsored by Councilmember Jones).

13. CIP RESOLUTIONS HELD OVER

09-798 Reallocate $140,000.00 from Mobile Museum of Art-Power & HVAC Improvements to Mobile Museum of Art-Climate Control to replace chiller (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

14. RESOLUTIONS HELD OVER

01-799 Authorize agreement with Four Moons, LLC to electronically track disadvantaged business participation with City contracts; $45,000 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Archnique Kidd, Office of Supplier Diversity).

01-800 Authorize agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

08-801 Approve purchase order to Kimball International for furniture for MPD Cyber Gulf Coast Technology Center; $44,774.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-802 Approve purchase order to TPM, Inc. for annual subscription renewal for plan-review software; $21,858.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-803 Approve purchase order to Ozark Materials, LLC for thermoplastic roadway marking materials; Traffic Engineering; $17,133.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-804 Approve purchase order to Safety Zone Holdings, Inc. for compact diesel towable light towers; MPD; $52,778.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-805 Authorize contract with Davis South Barnette & Patrick, LLC for public safety recruiting digital marketing services (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-806 Reappoint William Guess to the Board of Adjustment (sponsored by Councilmember Jones) (submitted by Lisa C. Lambert, City Clerk).

40-807 Declare the structure at 2659 Reaves Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-808 Declare the structure at 122 Michael Donald Avenue a public nuisance and order it secured/demolished (sponsored by Councilmember Carroll).

40-809 Declare the structure at 562 Marcus Drive public nuisance and order it secured/demolished (sponsored by Councilmember Daves).

40-810 Declare the structure at 5014 Perin Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-811 Fix costs for demolition of the structure at 1001 Barbara Drive, East (sponsored by Councilmember Penn).

40-812 Fix costs for demolition of the structure at 256 Clay Street (sponsored by Councilmember Carroll).

40-813 Fix costs for demolition of the structure at 1479 John H. Campbell, Sr. Way (sponsored by Councilmember Carroll).

40-814 Fix costs for demolition of the structure at 1712 Dog River Drive, East (sponsored by Councilmember Reynolds).

58-815 Declare weeds noxious, Group 1633.

58-816 Authorize removal of weeds, Group 1631.

60-817 Approve award of special bonus to the Firefighter of the Month; Sessions (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-818 Approve award of special bonus to the Officer of the Month; Williams (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-819 Determine an appropriation to Alpha Charitable Foundation serves a public purpose and approve payment (sponsored by Cory Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-820 Determine an appropriation to Lillie B. Williamson High School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-821 Determine an appropriation to The Miss Alabama Foundation, d/b/a Miss Mobile Bay Organization, serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

37-836 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge; Mardi Gras Park (sponsored by Councilmember Carroll).

16. CIP RESOLUTIONS BEING INTRODUCED

21-822 Authorize contract amendment with Speaks & Associates Consulting Engineers, Inc. for engineering services on the 2019 McRae Avenue Drainage Phase 2 Project (sponsored by Councilmembers Small & Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-823 Authorize agreement with MAWSS for reconstruction of McGregor Avenue (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-824 Approve item based bid for dive equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-825 Approve item based bid for tires retreading services (sponsored by Mayor Stimpson) (submitted John Paine, Purchasing Dept.).

08-826 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-827 Approve purchase order to SHI International Corp. for servers and processors for MIT; $99,710.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-828 Approve purchase order to Sansom Equipment Co., Inc. for loading arm and wiring harness for garbage truck; $25,584.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-829 Approve purchase order to to W W Grainger, Inc. for gas masks and filters for MPD; $110,637.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-830 Approve purchase order to CDW Government for iPads for Public Services Dept.; $31,748.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-831 Authorize contract with Ketom Construction Co., Inc. for exterior repairs at the Arthur R. Outlaw Convention Center; $550,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-832 Authorize contract with Mott MacDonald Alabama, LLC for Cypress Shores drainage improvements; $310,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

23-833 Accept Right-of-Way deed for for the Halls Mill Rd. and Demetropolis

Rd. Intersection Improvement project (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

37-834 Approve a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-835 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Dog Team Pedi Cab to operate a pedi cab service (scheduled for October 4, 2022).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

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 Gauthier, Lana	Approved	8/31/2022 - 11:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

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 Gauthier, Lana	Approved	9/15/2022 - 3:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

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 Gauthier, Lana	Approved	9/15/2022 - 2:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Downtown	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 11:41 AM

CITY CLERK DEPARTMENT

2022 SEP 15 AM 9:59

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: Carol Hunter
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514598702 Cell Number: 2516045936

Organization (if applicable) Downtown Mobile Alliance

Mailing Address of Applicant 261 Dauphin Street

Telephone No. 2514598702 E-mail address chunter@downtownmobile.org

Location or address of event where amplification will be used:
Cathedral Square

Date of Event: Oct. 6, 2022 Starting Time: 4:30 p.m. Ending Time 8:30 p.m.

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Grilled Cheese Meltdown, non-profit fundraiser

Do you plan to sell alcohol at this event? X 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: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Herndon	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 11:44 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 SEP 12 AM 10:30

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 sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. 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.

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Name of applicant: PETER HERNDON
PLEASE PRINT ALL INFORMATION

Home phone number: _____ Cell number: 251 604 0695

Organization (is applicable): _____

Mailing address of applicant: 16943 County Road 3 Fairhope AL 36532

E-mail address: PGHERNDON@GMAIL.COM

Location or address of event where amplification will be used:
Mardi Gras Museum 355 Government St

Date of event: NOV 5 2022 Starting time: 7:00pm Ending time: 11:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of event: WEDDING RECEPTION

Do you plan to sell alcohol at this event? X YES _____ NO
NOT SELLING

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

Will have 2 officers

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Smoots	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 11:46 AM

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

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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: Orlando Smoots
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-518-0669 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 658 S Washington Ave Mobile, AL 36603

Telephone No. 251-518-0669 E-mail address Smootstc3@yahoo

Location or address of event where amplification will be used:

Cooper Riverside Park

Date of Event: Dec. 4 Starting Time: 1:00 pm Ending Time 6:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Soiree' By The Bay (Anniversary Party)

Do you plan to sell alcohol at this event? ____ YES ✓ NO

Music containing obscene language or profanity is prohibited

CITY CLERK DEPARTMENT
2022 SEP 12 PM 4:11

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: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 11:47 AM

CITY CLERK DEPARTMENT

2022 SEP 12 AM 11:27

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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(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: Bill Moore

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-442-1781

Organization (if applicable) Infant Mystics

Mailing Address of Applicant 200 Lanier Ave Mobile, AL 36607

Telephone No. 251-442-1781 E-mail address sundayparty@infantmystics.com

Location or address of event where amplification will be used:

911 Dauphin Street Mobile, AL 36604

Date of Event: 2/19/2023 Starting Time: 6:00 PM Ending Time 12:00 AM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Party

Do you plan to sell alcohol at this event? _____ YES X 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: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 9:34 AM

41-781 **2022**

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an Ambulance Service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on September 20, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director		10,000 Shares (Full)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/owner Kenneth C Hughes
Its Director/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July **, 20** 22

Notary Public

KANISHA GRAY NOTARY PUBLIC STATE AT LARGE ALABAMA MY COMMISSION EXPIRES 08-23-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

4/1/22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kenneth C Hughes

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama inc

Present Position/Title: Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

CASE ACTION SUMMARY

212020339301 — Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES

Sex Race --- DOB --- Trial Date
M W 08111985

251-

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 8/21/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

COPY

COMPLAINT

==========

Warrant Number: 212020339301 Case Number: --MC20120002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE

Personal Data Report

General Descriptors

Name: HUGHES, KENNETH CORY

Address **ick Name:**

Phone:

Race: W - WHITE **DOB:**

Sex: M **Age:** 36

Weight: 160 **Eyes:** BLUE

Height: 5'06" **Facial:** GOATEE & MUSTACHE

Hair: BROWN **Ethnic:** NON HISPANIC/NON LATINO

Email1:

Email2:

Alt:n Address:

Danger Desc:

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL **D** **DL Type:** D **S**

MID: **FP:** **DOC:**

FBI: **JRN:** **SID:**

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY:

DATE: 4/07/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
		4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV UNKNOWN	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

MEDEALA-01 SEMCCCHANDLER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Chandler	
AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: christina.chandler@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TDC Specialty Insurance Company	34487
INSURED	INSURER B: National Indemnity Company of the South	42137
Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER C: The Sheffield Fund	
	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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		MFP013962101	5/19/2021	5/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED | RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A		600-2022-40431-00	1/1/2022	12/31/2022	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)
Certificate holder is an Additional Insured with respects to the General Liabilty as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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

Anna Turner

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Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address:**3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 22 2022.**

License Number **1209**

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

MOBILE FIRE-RESCUE DEPARTMENT

JEREMY P. LAMI
FIRE CHIEF

To: Mobile City Council

From: District Chief J.T. Cox

Cc: Fire Chief Jeremy P. Lami

Date: August 30, 2022

Subject: Medevac Alabama Inc. Application

Dear Councilmembers,

In 1991 the Mobile Fire Rescue department developed an ambulance ordinance to better serve the citizens of Mobile. This action was due to extended times on scene waiting for privately owned ambulances to respond to emergency calls. Over the years the city has participated in a rotation where privately owned ambulance services respond to low acuity emergency calls (BLS) and the City Of Mobile Fire-Rescue ambulances respond to life-threatening emergencies (ALS calls).

Over the years, there have been several private ambulance services operating in the City of Mobile. To my knowledge, there have been as many as three privately owned ambulance services operating simultaneously within the City and sharing the responsibility for BLS calls. We currently have two privately owned ambulance services responding to BLS calls within the city: Newman's and Lifeguard.

Since 2014 these privately owned ambulance companies have been held to a response reliability percentage of 90%. This means that they accept and respond to 90% of the BLS calls. This model worked very efficiently until the COVID-19 pandemic. Since COVID-19, both privately owned ambulance companies in Mobile have struggled to maintain a 90% response reliability. They credit this downfall to staffing issues, rising fuel prices, and inflation. I have been working closely with both companies to increase response reliability. We meet quarterly to discuss

issues and to bring forth new ideas to improve our emergency response system. Despite our efforts, these two companies are still not able to meet their required 90% response reliability.

Recently a third privately owned Ambulance Company, MedEvac of Alabama has applied to join in the response rotation for BLS calls within the City of Mobile. At face value, it seems that we could certainly use a third company to share the high call volume. The reality, however, is that this system is more complicated than just call volume. The privately owned ambulance companies operating within the City likely do not achieve the bulk of their revenue from answering the BLS calls. To capture additional revenue, both private ambulance services engage in contractual agreements with local hospitals and healthcare facilities to conduct patient transfers. The obligations to BLS responses and contractual agreements for patient transfers can be problematic when dealing with staffing issues, extended wait times at hospital facilities, low reimbursement rates, and other challenges present in the emergency medical service industry. To be honest, the Mobile Fire-Rescue Department also experiences many of the same issues.

I was tasked with investigating the truthfulness of the information included in the application Medevac of Alabama Ambulance Company submitted to the City. MedEvac of Alabama appears to be a break-away or franchise of sorts underneath the umbrella of MedEvac International. The owner has worked for ambulance services in the Mobile area and is familiar with the market. He plans to dedicate three ambulances for the BLS calls on the MedEvac rotation day, but asks for a 30-day grace period to begin this service. He also commits to adding more ambulances if the need exists. It is also important to note that MedEvac would compete with both Newman's and Lifeguard for inter-facility patient transfer contracts.

I've reviewed the application and provided supplemental information. It's ready to proceed to a public hearing for consideration.

Sincerely,

James T. Cox
District Chief of EMS
Mobile Fire-Rescue Department

The following information will satisfy the department investigation as outlined in The Mobile City Code ***Section 1 Chapter 6 – Ambulances and other medical transportation Sec6-33.***

Parties involved: James Cox, Chief of EMS Mobile Fire Rescue Department

Kenneth Hughes, Owner/operator MedEvac Alabama

Date: August 9, 2022

Number of Ambulances-

3

Plan to comply with 90% response reliability with 3 trucks-

Referencing staffing: In my experience in the Mobile system the staffing on MFRD days has never been exclusive or overwhelming for MFRD days versus non mobile fire days. Essentially the private services will add a handful of extra units to handle the extra demand and NUA a MFRD call when they ran out of units or it would cause a scheduled call to be late. The difference being that depending on how this is done our first units will have nothing else to do.

We have no preexisting contracts to consider, no hospitals we have to keep happy. We actually look forward to the increase in volume and will work to capture as much of it as possible. Can we do it with the three trucks? I actually presume that we can get most of them as the difference will be that with the other services you are getting partial trucks in the beginning you will have almost the truck exclusively.

How will that change over time I cannot say? Again we believe that it would make for the best scenario to give us a ramp up time. But at the same time we will make unit hours available to fulfill the mission. It will take time there is no subsidy that is coming from City to ensure a unit is always available these BLS calls are being rolled out to ensure the availability of MFRD units. But we do want these calls.

Based on everything I have been told there is room and a need for a third service, we do not have unlimited funds. We cannot run it like a government service, we are not owned by a multinational conglomerate. We are a family owned operation. We have to ensure that what we are doing is sustainable. The preexisting services have every reason to say that this is what it takes to be here, but that is not necessarily true. They have the market if we staff the way that they do from day one we will be out of business long before we get things rolling. Their staffing is based upon Mobile Fire and hospital traffic. We will start from scratch in Mobile. We get calls from Mobile but again pursuant with Mobile's interpretation of the ordinances we currently turn them all down. So we will start with very empty ambulance hours to fill.

If Medevac Alabama is allowed into Mobile we will start and get compliant growing with the call volume. We presume that MFRD days will require all hands on deck. We will take that extra volume and turn it into unit hours. It will take time, but the advantage that we have over every other service is that we are hungry and want the volume. They have a controlled market and are

CASE ACTION SUMMARY

212020339301

Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES
1330 WILKINS RD
MOBILE, AL 36618-
251-259-8167

Sex Race --- DOB --- Trial Date
M W 08111985
SSN: 416-35-2266

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 6/6/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders Directed verdict for D

_____

_____
Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

able to squeeze everything they can out of it. They wish to prevent us from entering the market because we will fundamentally disrupt it. Quite frankly our addition will cause chaos. And that is probably a good thing.

My profound belief is that with 30 days ramp up time we can project our initial hospital traffic and add for MFRD days. Failing this, on MFRD days we will take an all hands on deck approach and put everyone to work to ensure that we get as close to the 40 calls as possible and since we don't have any preexisting commitments in Mobile I dare say we can probably do a pretty good job. We will grow to avoid missing more. Medevac Alabama has the capacity to put the number of units up that the preexisting units are saying they are running we just don't believe that we will need them in Mobile even on MFRD days to start. Quite frankly nothing would make us happier to be wrong and we will adjust as needed. We just do not want to commit to something that is unsustainable.

Condition of trucks- age, mileage etc...

Mr. Hughes included his application for this information.

Items missing from application

a) Sec 6-32 (5) The financial ability of the applicant to comply with the provisions of the chapter.

As to 6-32(5) Medevac Alabama is a privately held corporation that operates independently but in concert with another group. We have set aside a portion of money to get started in operation in Mobile that we believe based upon past experience is sufficient to last until the proceeds resulting from the operation begin to return. Based upon the amount of requests for service from Mobile that we receive daily we believe the Mobile market will be at least marginally profitable to us as an operation. In addition to allowing our other counties to operate more efficiently.

Our units on average need to transport 3.5 patients per 12 hour shift to break even in an urban environment. This changes a little based upon the payer mix we find but based upon my past experience that is what I continue to expect to find in Mobile. Based upon our previous request to date we do not believe achievement of that volume will be terribly difficult.

The largest hurdles for any ambulance company starting is the spin up of a billing operation. Because we have already been operating in Alabama for a couple of years and because we have had the Mobile County license for several months all of these challenges have already been overcome.

Medevac Alabama has positive assets and cash on hand that would allow us to cover the costs associated with adding these additional crews.

b) Sec 6-32(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he/she has rendered in the city.

6-32(6) Medevac Alabama intends to provide primarily a BLS Ambulance service in Mobile. We will have an ALS Ambulance available but it will primary be geared at doing ALS inter-facility transfers. We also have units from Clarke and Baldwin Counties almost constantly in Mobile dropping off. These units will be used as a force multiplier in either picking up patients returning to the areas from which they came or taking patient long distances for upgrades in care. This will allow those units to be more efficient, and is presumed to be one of the bright spots in doing this.

Medevac Alabama is a fairly fluid company we know what Mobile was like in the past. But we assume quite a few things have changed and we will adjust to the market as necessary to ensure that we are adding a needed service that is sustainable. We believe that 3 trucks will be adequate to get started, we presume that during peak times we will need to pull units from Baldwin County and utilize our Clarke transfer to get though the busy times. We do have the capacity to pull up extra ambulances but again we will focus on meeting our obligations, than look to growth one of the lessons i have learned painfully is that getting the ambulance run is the easy part insuring that we get paid for it is the actual work.

I have been in EMS for a little more than 20 years, quite a bit of my career has been spend in Mobile County and the City of Mobile. The pandemic and the drawing in of the city lines have no doubt made some changes to the system but I believe my team is ready to adjust to the changes and add to the overall situation in Mobile.

I have previously spun up new aircraft and whole new services so while there will be a new challenges this is not our first our even the biggest new operation.

As to the need for a third service, we get daily calls from facilities requesting our service. Not because the other services are bad or that we are even that good just merely that they cannot get a service at all or not within a reasonable time. Do not get me wrong I am quite proud of the service we provide but I have a great deal of respect for the Newman family and i have been both inside and a competitor of AMR for quite some time so I have a good idea of what is coming.

Generally speaking we will respond to out of service areas to assist where needed because of the ordinances in place we are unable to assist in mobile. Some of these calls are heart breaking to our dispatchers and show a genuine need in Mobile for another service or at least a means to allow for overflow. Quite frankly we would rather be the overflow but as this is not possible we are capable and willing to come in and do our part to provide more service in Mobile.

We ironically will on occasions get requests from the other preexisting services to come do a trip in mobile for them to which we must politely decline.

The lack of availability is not a short term problem we have been getting these phone calls for more than 2 years. We have been told at times that they could not get a transfer for up to 3 days, but a full day is very normal. We get requested for acute transports from hospitals and even one of the other ambulance services at least weekly not during the pandemic but even right now.

That is of course on the if side, on the 911 side I obviously do not know the complete situation. From our perspective We have seen a draw down from the Mobile side and we see these same units on the Baldwin county side of the bay regularly it would seem that preexisting ambulances would have a hard time providing for their MFRD day when they are sitting outside of Thomas hospital in Fairhope but again that would be information I could not have.

To summarize we believe we can contribute positively to the situation in mobile, I myself and most of my management team have a long history of serving in Mobile. We have spoken to the hospitals they seem quite eager to have us and we believe that by allowing Medevac into Mobile that perhaps it will draw a few more resources back across the bay. Ours and other services.

Does MedEvac have similar experience providing this level of service (transfers and 911 requests) for municipalities in this region? In the examples they provide... How many responses? What was their reliability? Average response time? Need data analysis, not just a number.

Volume wise Medevac Alabama does an average of 400 runs per month and about 1100 loaded miles (Medevac Alabama's trips tend to be long) our dispatch currently sees about 1300 ground runs and 52 fixed wing flights per month in total. Of Medevac Alabama our run volume about 20% is currently 911, with another 32% being urgent upgrades in care the remainder is scheduled trips or trips to a lower level of care.

Availability I would like to discuss availability and if we are able to move forward how we start. I would ask that if we get to move forward that we are allowed a short time to operate in Mobile prior to the start of MF rotation. If you look back Lifeguard was given such a time. My belief is that it will allow for a smoother integration and less issues getting started. This will allow us time to teach the kids how MFRD wants things done (presuming it has not changed), how to navigate Mobile etc. We would certainly wish to do roll over calls during this time to start getting them the experience. Again this is a request we can certainly jump right into it if we must but i would presume that a soft start would have less issues for all involved. I would suggest something like 30 days.

How long has Medevac Alabama Inc. been in business?

Medevac Alabama has been in operation since 3-17-2020.

Can they provide references (preferably municipalities)?

MedEvac Alabama's current experience is limited to Jackson, Monroe and Baldwin Counties. No specific municipalities were mentioned.

In the past 12 months, have there been any complaints filed with the Office of EMS (Alabama State Board of Health) against Medevac Alabama Inc.?

None

How many employees do they currently have? Need breakdown of Paramedics, EMTs, and etc.
Approximately 45 total employees.

We currently employ 42 providers, 8 are paramedics, 1 EMS Driver the rest or EMT's and AEMT's. This is obviously rather fluid, and right now we see ourselves as aemt and emt heavy and paramedic light. We staff currently 4 trucks sometimes 5. Two units are contracted in Clarke County in Jackson one is always available for 911 as the primary 911 provider for Jackson. The other provides Overflow for 911, IFT for all of Clarke County, we also get calls from Monroe, Washington, from Clarke. Our other units are in Baldwin County; Daphne and Foley. These units do essentially all IFT work with a few local nursing home or direct caller runs. We don't really count the mobile truck yet as all it's doing is picking around the edges it is staffed 8 hours per day for doctors' offices and dialysis centers that are outside of mobile at night it taken home by the ops manager and her spouse to fulfill the obligation for 24/7 staffing as we don't yet have a reason to generally use it at night.

Who is their medical control physician?

Dr. Greg Myrick

When was their last state inspection? How did it go? Can they provide a copy of the report(s) for the ambulances listed on their application?

All ADPH Ambulance inspections are current and satisfactory according to the compliance officer at the ADPH Office of EMS.

As it relates to character, Sec 6-32(6), the applicant was accepting transfers from hospitals within the city in November of 2021, claiming they did not realize this practice violated the city ordinance if they transferred patients from hospitals within the city to locations outside city limits. I discussed this matter with Mr. Hughes personally over the phone, after which he agreed to cease all illegal transfers. On July 18, 2022 MedEvac personnel approached a local hospital requesting use of MedEvac ambulances for use in transfers of patients out of the hospital. MedEvac subsequently began accepting illegal transfers once again.

Mr. Hughes explicitly denies accepting any facility transfers from within the City Limits of Mobile. I have email correspondence from Case Management Team Leader Monica Dukes with Ascention Providence Hospital that would lead me to believe otherwise.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Penn

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 Gauthier, Lana	Approved	9/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

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 Gauthier, Lana	Approved	9/15/2022 - 3:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Daves

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 Gauthier, Lana	Approved	9/15/2022 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Daves

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 Gauthier, Lana	Approved	9/15/2022 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:33 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1001 Barbara Drive East**

Sponsored by: Councilmember Penn

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 ***demolition*** of the structure at **1001 Barbara Drive East** 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 the structure **1001 Barbara Drive East** to be **$3,700.00** 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 **$3,700.00** shall constitute a special assessment against the property at **1001 Barbara Drive East** and being that property more particularly described as follows:

LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel No.: **29 02 44 0 014 522**

Owner: **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE, AL 36618-4903

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **1001 Barbara Drive East**, for the proposed amount of **$3,700.00**.

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

Lisa C. Lambert
City Clerk

July 26, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-111-21	**1001 Barbara Drive East**

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 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 522
Amount: ~~**$ 3,500.00**~~ $3,700
Assessed: LYMON BEN & THELMA T
6805 HALEY DR
MOBILE AL 36618-4903

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 Cory Penn, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:35 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **256 Clay Street**

Sponsored by: Councilmember Carroll

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 ***demolition*** of the structure at **256 Clay 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 the structure **256 Clay Street** to be **$2,200.00** 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 **$2,200.00** shall constitute a special assessment against the property at **256 Clay Street** and being that property more particularly described as follows:

BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 459**

Owner: **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **256 Clay Street**, for the proposed amount of **$2,200.00**.

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

Lisa C. Lambert
City Clerk

July 26, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-023-19	**256 Clay 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: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 459
Amount: ~~**$ 2,000.00**~~ $2,200
Assessed: STALLWORTH DEVONYA
PO BOX 81822
MOBILE AL 36689

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 William Carroll, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:54 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1712 Dog River Drive East**

Sponsored by: Councilmember Reynolds

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 ***demolition*** of the structure at **1712 Dog River Drive East** 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 the structure **1712 Dog River Drive East** to be **$4,000.00** 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 **$4,000.00** shall constitute a special assessment against the property at **1712 Dog River Drive East** and being that property more particularly described as follows:

LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel No.: **32 04 34 0 003 042**

Owner: **JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
MOBILE AL 36612

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **1712 Dog Rive Drive East**, for the proposed amount of **$4,000.00**.

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

Lisa C. Lambert
City Clerk

July 8, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-133-19	**1712 Dog River Drive E**

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 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel Number: 32 04 34 0 003 042
Amount: ~~**$ 3,800.00**~~ $4,000
Assessed: BROOKS JEFFREY SCOTT & YVETTE MICHELL
1709 STILE AVE
WHISTLER AL 36612

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, Ben Reynolds, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Reynolds

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 Gauthier, Lana	Approved	9/15/2022 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Women's Foundation	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 11:34 AM

Gauthier, Lana

From: Boxley, Pavonia
Sent: Tuesday, July 26, 2022 12:54 PM
To: Gauthier, Lana; Tait, Angelia
Subject: FW: City Council Agenda- 9/27 (WFA)

FYI

Pavonia Boxley
Executive Assistant
Mobile City Council
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Office: 251-208-7608
Cell: 251-358-1991
Fax: 251-208-7482

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7829. In addition, please delete the erroneously received message from any device/media where the message is stored.

From: Foster, Portia <portia.foster@cityofmobile.org>
Sent: Tuesday, July 26, 2022 12:51 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Cc: Boxley, Pavonia <pavonia.boxley@cityofmobile.org>; Henderson, Anitra <anitra.henderson@cityofmobile.org>
Subject: City Council Agenda- 9/27 (WFA)

Good afternoon,

I would like to request the Women's Foundation of Alabama (WFA) to be added to the agenda on - **Tuesday, September 27**.

A few representatives from the Women's Foundation of Alabama are expected to attend the City Council meeting on Tuesday, September 27 to give a brief introduction on the latest Clearing the Path research on the economic impact of women in Alabama.

POC:
Macy Vintson
Director of Development, WFA
mvintson@wfalabama.org
205-326-4454, ext. 1006

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lawkis	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 11:49 AM

Gauthier, Lana

From: Carroll-Lambert, Lisa
Sent: Monday, August 29, 2022 9:01 AM
To: Nick Lawkis
Cc: Darlene Eaton; Joel Erdmann; Gauthier, Lana
Subject: RE: Speak at City Council 9/20

Follow Up Flag: Follow up
Flag Status: Flagged

Got it. We'll put both of you on.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Nick Lawkis <nlawkis@southalabama.edu>
Sent: Friday, August 26, 2022 3:18 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Cc: Darlene Eaton <djeaton@southalabama.edu>; Joel Erdmann <jerdmann@southalabama.edu>
Subject: Speak at City Council 9/20

CAUTION: External Email

Hi Lisa -

Athletic Director Joel Erdmann and I would like to speak at the September 20th City Council meeting to give an update on the "Celebrate Mobile" football game scheduled for that following Saturday, 9/24.

Can you add us to the list to speak (first hopefully!) Thanks Lisa!

Darlene - can you hold Joel's calendar from 10-12 that day (for now).

Thank you!

Nick

Nick Lawkis
Executive Director
Office of Governmental Relations
University of South Alabama
P: (251) 460-7277
C: (251) 751-8844
—
AD 131
307 University Blvd., N.
Mobile, AL 36688-0002
southalabama.edu

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Manzie	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 3:24 PM

ADDRESSING THE CITY COUNCIL

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 return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Keta Manzie Date: 9-15-22

Address: 554 Selma St.

Phone: (251) 370-8651 Email

Date to Address City Council: 9-20-22

Subject (must be completed): Commemorate Mr. Levon Manzie's accomplishments on the 1st Anniversary of his passing.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Kilpatrick	Cover Memo	9/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/20/2022 - 8:02 AM

CITY CLERK DEPARTMENT
2022 SEP 15 PM 2:49

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: John Kilpatrick Date: 9/15/2022

Address: 63 Fearnway, Mobile, AL 36604

Phone: 251-753-3833 Email: john@johnkilpatrick.com

Date to Address City Council: 9/20/2022

Subject (must complete): 2023 City Budget

Specific Questions:

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

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 Gauthier, Lana	Approved	9/20/2022 - 9:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	9/8/2022
REVISED ordinance	Cover Memo	9/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:32 PM

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Chris Arledge, Council Attorney

Sponsored by:
Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:36 PM

AN ORDINANCE TO AMEND "SEC. 14-3. – CONTRACT PROCEDURES"
OF THE MOBILE CITY CODE, 1991

Sponsored by: Councilor Carroll

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

Section 1. Amendment.

Sec. 14-3(d) of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

(d) Performance contracts. All commitments to fund organizations shall require a performance contract and a resolution of the council finding the expenditure serves a public purpose. If the amount of a performance contract is less than $5,000.00, liability insurance may not be required of the funded organization unless the City Attorney determines that the use of funding creates an unacceptable risk of loss to the City.

Section 2. Miscellaneous.

(a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

Approved:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 10:39 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 915 and 907 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted August 16, 2022, a public hearing will be held on the 13th day of September, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 915 and 907 Hillcrest Road (east side of Hillcrest Road, at the west terminus of Timbers Drive) from B-2, Neighborhood Business District, to B-3, Community Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood 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 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; and 2) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th day of September 2022, at 10:30 AM. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 19th day of August 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District to B-3, Community Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE **2022**

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

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

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

LOTS 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, AND 18 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AND

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 48 MOBILE HEIGHTS, FORMERLY CALLED PINEHURST, DELANEY ADDITION TO SPRINGHILL, AS PER PLAT RECORDED IN DEED BOOK 138, PAGE 118 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood 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 **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; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Laura Ledyard
915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive)
Council District 6
Scott Jones

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 2, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 21, 2022 considered the request of **Laura Ledyard** for a change in zoning from **B-2, Neighborhood Business District to B-3, Community Business District** for the property located at **915 and 907 Hillcrest Road** (East side of Hillcrest Road, at the West terminus of Timbers Drive).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2022

Laura Ledyard
915 Hillcrest Road
Suite A
Mobile, Alabama 36695

Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

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

At its meeting on July 21, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
b. **there is a need to increase the number of sites available to business or industry.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $283.85. Upon receipt of this fee (*check made out to the "City of Mobile"*), 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

MOBILE CITY PLANNING COMMISSION
July 12, 2022
PUBLIC HEARING NOTICE

Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, July 20, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

JULY 12, 2022

PUBLIC HEARING NOTICE

Re: **915 and 907 Hillcrest Road**
(East side of Hillcrest Road, at the West terminus of Timbers Drive).
Council District 6
ZON-002099-2022 (Rezoning)
Square 1 Plaza
Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 21, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from B-2, Neighborhood Business District to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, July 20, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

■ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

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

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Laura Ledyard — Name

laura@southalreo.com — Email

915 Hillcrest Rd, Suite A Mobile AL 36695 — Full Address (Street, City, State, Zip)

251.402.3130 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Ithaca Inc. — Name

Estate of Angela Blum — Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

907 and 915 Hillcrest Rd — Property Address

R0228083000070.000 and R0228083000071.000 — Parcel Number

2.53 ac — Property Area (acres or square feet)

B2 — Present Zoning

B3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

_____ _____
Applicant Signature Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

_____ _____
Applicant Signature Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

BLUM
REAL ESTATE

915 Hillcrest Road Suite A Mobile Alabama 36695
ofc 251.344.0805 cl 251.402.3130 laura@southalreo.com

June 14, 2022

City of Mobile
Planning & Zoning

Re: Zoning Change 907 Hillcrest Rd Mobile AL 36695 - K00584193 and 915 Hillcrest Rd. Mobile AL 36695 - K00584200

Dear Ladies and Gentlemen,

My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.

The following addresses items 4, 5 and 6 of the planning commission application attached hereto.

Item 4 APPLICATION DESCRIPTION
Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.

Item 5 PLAN CONSISTENCY STATEMENT
As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT
This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations,
B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.

2) Changes in conditions in this area make the ordinance change necessary and desirable.
Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Kindest regards,

Laura Blum. Ledyard
Broker, Real Estate

THE STATE OF ALABAMA

COUNTY OF MOBILE

COURT OF PROBATE

CASE NO. 2020-1572

RE: ANGELA ELISE BLUM, DECEASED

LETTERS TESTAMENTARY

The Will of ANGELA ELISE BLUM, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to LAURA BLUM LEDYARD, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon herself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 30th day of October, 2020.

PROBATE COURT MOBILE COUNTY, ALA

DON DAVIS, Judge of Probate

Action By Written Consent

The undersigned, constituting all of the shareholders and directors of Ithaca, Inc., an Alabama corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED that Laura Blum Ledyard, Meda B. Brooks and Joseph Rodney Moring shall serve as directors of the Corporation.

FURTHER RESOLVED that Laura Blum Ledyard shall serve as the Corporation's President, Secretary and Treasurer, with full authority to take such actions as may be necessary to have signature authority over the Corporation's accounts.

FURTHER RESOLVED that Joseph Rodney Moring shall serve as the Corporation's Vice President.

10/19/20

Laura Blum Ledyard, individually and as Personal Representative of the Estate of Angela Elise Blum, deceased

Meda B. Brooks, individually and as Personal Representative of the Estate of James David Brooks, deceased

Joseph Rodney Moring

STATE OF ALABAMA

COUNTY OF MOBILE

939601

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 ($24,000.00) DOLLARS in cash, and the promise of ITHACA, INC., an Alabama corporation, the Grantee, to pay a balance of ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 ($162,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ITHACA, INC., the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17 and 18 in Block 48 Mobile Heights, formerly called Pinehurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.

2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.

3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

5. Easement granted City of Mobile by istrument dated March 26, 1979 and recorded in Real Property Book 1997, Page 826.

6. Easement condemned by Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in Real Property Book 1393, Page 293-294.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

RP 2762 PG 835

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ITHACA, INC., its successors and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, its successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless

against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

The unpaid balance of said purchase money is in the sum of, to-wit: ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 ($162,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

> Four successive and consecutive annual installments of the sum of $40,500.00 each shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance, the first such installment, plus interest, as aforesaid, being due and payable May 12, 1986.
>
> Prepayment may be made in whole or in part, but in any such event within one calendar year from the date hereof, a sum equal to the aforementioned rate of interest per annum over the said calendar year, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for itself, and its successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.

2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.

3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

https://benchmark.probate.mobilecountyal.gov/LandmarkWeb//Document/GetDocumentFor... 6/2/2022

M 2762 PG 837

4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a

reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

It is further agreed, by and between Grantor and Grantee, that Grantee shall be entitled to a Partial Release of the vendor's lien herein reserved by Grantor on the following basis, to-wit:

(i) At any time within one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of $620.00 per front foot, or $2.35 per square foot, together with one year's interest at the rate of 13.5% per annum on the sum tendered therefor.

(ii) At any time after one calendar year from the date hereof, any such release shall be granted upon payment by Grantee of $620.00 per front foot or $2.35 per square foot, plus accrued interest at the rate of 13.5% per annum on the sum tendered therefor.

(iii) In no event, shall any such release be granted on the basis of the down payment paid herewith.

(iv) In any event, all such releases shall be granted in a uniform manner, but not necessarily contiguous, all as reasonably mutually satisfactory.

IN WITNESS WHEREOF, the Grantor has set his hand and seal hereunto and Grantee has caused these presents to be executed by its officers thereunto duly authorized on this the 16TH day of May, 1985.

GRANTOR:

G. C. OUTLAW, III

2762 PG 838

ITHACA, INC. CORPORATE SEAL STATE OF ALABAMA

(CORPORATE SEAL)

ATTEST:

By: _____
Its: SECRETARY

GRANTEE:

ITHACA, INC.

By: Angela Blum
Its: President

RECORD FEE $ _____
STATE OF AL., MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON

MAY 15 4 11 PM 1985

2762 PG 839

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th day of May, 1985.

NOTARY PUBLIC
My Commission Expires 10-26-85

NOTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA Blum, as President of Ithaca, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same as such officer, with full authority, voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th day of May, 1985.

Gail N. Truett
NOTARY PUBLIC

NOTARY PUBLIC STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

THOMAS P. OLLINGER, JR.
WILKINS, DRUHAN & OLLINGER
Post Office Box 154
Mobile, Alabama 36601

GRANTEE'S ADDRESS:

Attention: Ms. Angela E. Blum
c/o Roberts Brothers
3664 Dauphin Street
Mobile, Alabama 36608

STATE OF ALABAMA

COUNTY OF MOBILE

S39600

KNOW ALL MEN BY THESE PRESENTS, That G. C. OUTLAW, III, a married man, hereinafter called the Grantor, in consideration of the sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) DOLLARS in cash, and the promise of ANGELA E. BLUM, the Grantee, to pay a balance of SEVENTY-EIGHT THOUSAND AND NO/100 ($78,000.00) DOLLARS in the manner hereinafter written, subject to the reservations, easements, encumbrances and exceptions hereinafter described, and the vendor's lien herein reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto ANGELA E. BLUM, the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

27628 828

Lots 7, 8, 9, 10, 11 and 12 in Block 48 Mobile Heights, formerly called Pinehurst, Delaney Addition to Springhill, as per plat recorded in Deed Book 138, Page 118 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This property does not constitute any portion of the homestead of the Grantor or of the Grantor's spouse.

SUBJECT TO:

1. A reservation into and by Floyd T. McConnell, et al., by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 528, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.

2. A reservation into and by Mobile Paint Manufacturing Company, by instrument dated May 22, 1981 and recorded in Real Property Book 2242, Page 523, of a vendor's lien, together with an undivided interest in and to one-half of all of the oil, gas and other minerals, lying on, upon or under the lands described herein but not including any such minerals which may be encountered within and under 250 feet of the surface of the lands described herein.

3. Sanitary sewer easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 22, 1979 and recorded in Real Property Book 2032, Page 311.

4. Easement granted Board of Water and Sewer Commissioners of the City of Mobile by instrument dated March 29, 1979 and recorded in Real Property Book 1984, Page 776.

NOTE: All recording references hereinabove are to Records in the Office of Probate Court of Mobile County, Alabama.

M. 2762 PG 829

TOGETHER with all and singular the rights, members, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said ANGELA E. BLUM, her heirs and assigns, forever.

And the said Grantor, for himself, his heirs at law, next of kin, personal representatives, successors and assigns, does hereby covenant with the said Grantee, her heirs, successors and assigns, that he is seized in fee simple of said property, that he is in the peaceable possession thereof, that said property is free and clear of all liens and encumbrances (excepting the lien for current ad valorem taxes which are assumed by Grantee), and that the Grantor, his heirs at law, next of kin, personal representatives, successors and assigns, will forever warrant the title to and the possession of said property unto the Grantee, her heirs, successors and assigns, against the lawful claims of all persons whomsoever.

The unpaid balance of said purchase money is in the sum of, to-wit: SEVENTY EIGHT THOUSAND AND NO/100 ($78,000.00) DOLLARS; and to secure the payment of which a lien upon the property above described is hereby reserved and is represented by a promissory note of the Grantee of even date payable at the banking house of The Merchants National Bank of Mobile, Mobile, Alabama, as follows:

One installment in the sum of $78,000.00 shall be due and payable, together with interest at thirteen and one-half percent (13.5%) per annum on the unpaid principal balance on the 16th day of November, 1985.

Prepayment may be made in whole or in part, but in any such event, a sum equal to the aforementioned rate of interest per annum over the entire six month period, as aforesaid, shall be due and payable.

By accepting this conveyance the Grantee, for herself, and her heirs, successors and assigns, hereby agrees for so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.

2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep same in good repair and insured against fire and extended coverage in an amount not less than the balance due on the note secured by this vendor's lien deed, or the insurable value of the property, whichever is the lesser, by policies made payable to and deposited with the Grantor.

3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

4. That if the Grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employs an attorney to collect said sums, or in the event of the bankruptcy of the Grantee, and Grantor employs an attorney for any purpose in connection with the collection of the sum secured hereby, the Grantee will pay all reasonable costs, expenses and attorneys' fees, and any other sum or sums due the Grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said

litigation; and in the event of bankruptcy, if no judgment or decree is entered, the Grantee will nevertheless pay the fee of the Grantor in such proceedings.

5. That if the Grantee fails to perform any of the duties herein specified the Grantor may perform the same, and for any sums expended by the Grantor in this behalf the Grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in the payment of that certain promissory note, or on any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right, at his election, to declare all of the unpaid indebtedness immediately due and payable, and shall, in addition, have the right to sell said property at public outcry in front of the Court House of Mobile County, in the City of Mobile, Alabama, for cash, to the highest bidder, after giving thirty days' notice of the time and place of sale, and a description of the land to be sold, by an advertisement published once a week for three successive weeks in a newspaper published in the County of Mobile; to make proper conveyance to the purchaser; and the proceeds of said sale shall apply, first to the payment of the costs of said sale, including a reasonable attorneys' fee and a reasonable auctioneer's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said Grantee.

7. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto.

2762 PG 831

It is hereby agreed, as between Grantor and Grantee, that at all times hereafter provided Grantee is in no way in default hereunder, Grantor shall allow Grantee to construct, where it deems necessary, drainage ditches so as to alleviate any and all drainage problems which exist or may hereafter develop on the above-described parcel. In this regard, in and about construction thereof, Grantee shall and hereby does indemnify and hold Grantor harmless against any and all liability arising therefrom, and does further likewise indemnify and hold Grantor harmless against such liability arising from any construction upon the subject premises conveyed hereby.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their respective hands and seals on this the 16th day of May, 1985.

GRANTOR:

G. C. OUTLAW, III

GRANTEE:

ANGELA E. BLUM

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. C. Outlaw, III 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.

NOTARY PUBLIC

-5-

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ANGELA E. BLUM, 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of May, 1985.

NOTARY PUBLIC

My Commission Expires 10-24-88

THIS INSTRUMENT PREPARED BY:

THOMAS P. OLLINGER, JR.
WILKINS, DRUHAN & OLLINGER
Post Office Box 154
Mobile, Alabama 36601
(205) 432-0738

GRANTEE'S ADDRESS:

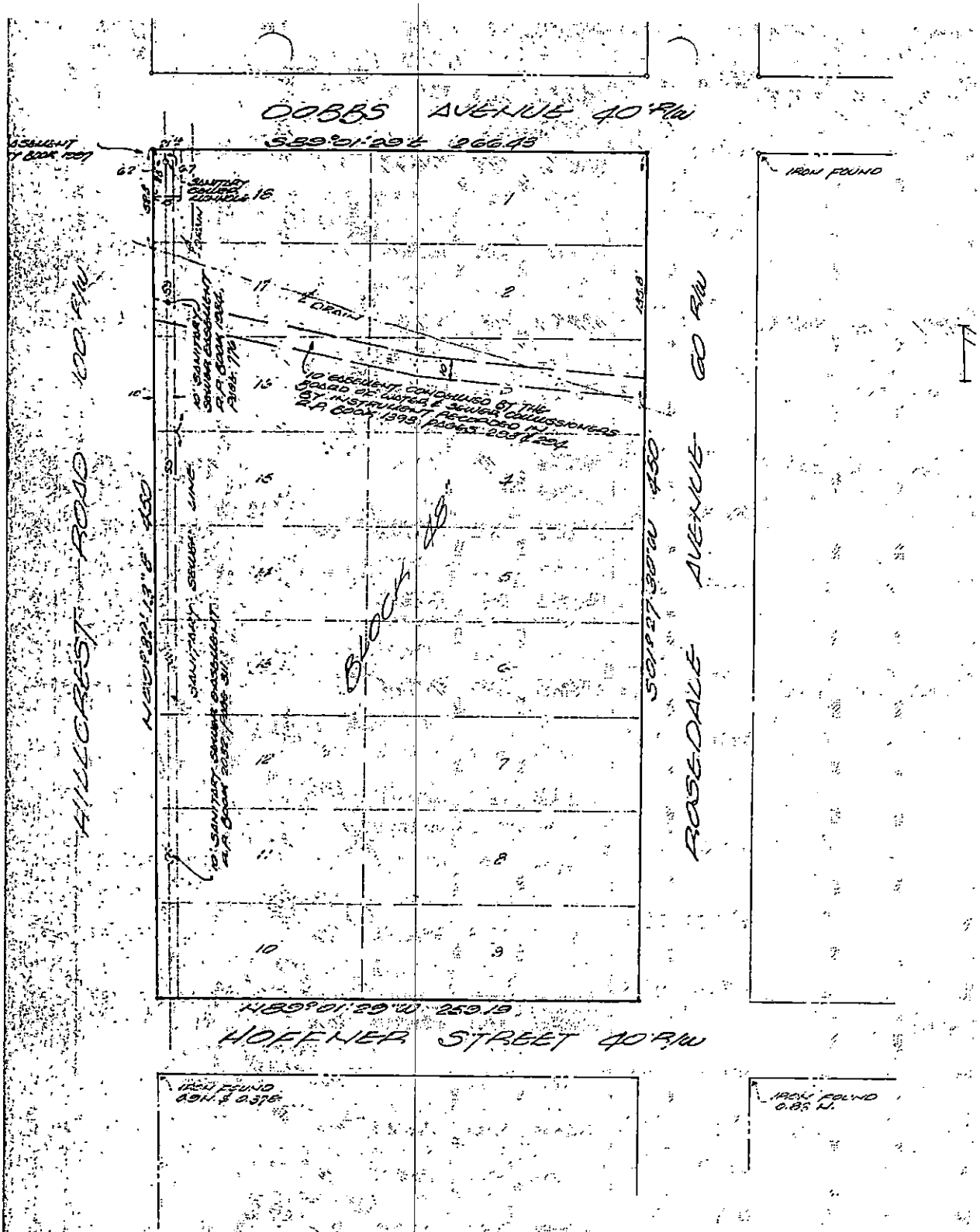
c/o ROBERTS BROTHERS
3664 Dauphin Street
Mobile, Alabama 36608

RECORD 151
STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT
WAS FILED ON

MAY 16 4 11 PM '85

M 276 PG 833

-6-

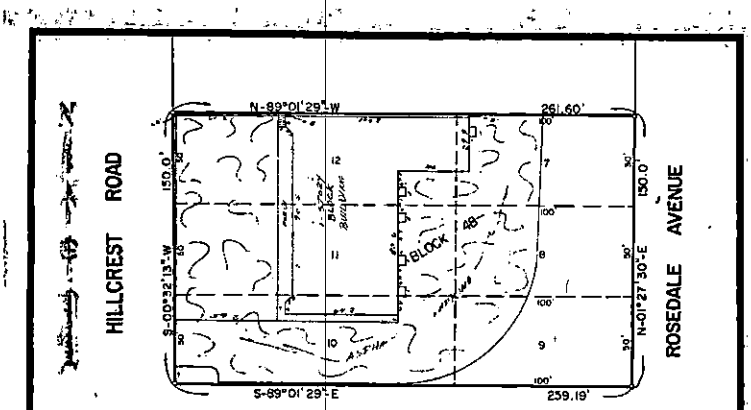


ALL THAT PORTION OF BLOCK 48, PINEHURST, DELANEY ADDITION TO SPRING HILL AS RECORDED IN DEED BOOK 138 N.S., PAGES 118-122 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING EAST OF THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD. CONTAINING 2.715 ACRES.

I, DONALD F. COLEMAN, A REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT RECORD OF A SURVEY MADE BY ME ON THIS, THE 8TH DAY OF OCTOBER, 1930.

Donald F. Coleman

DONALD F. COLEMAN - REG. NO. 5421



STATE OF ALABAMA
COUNTY OF MOBILE

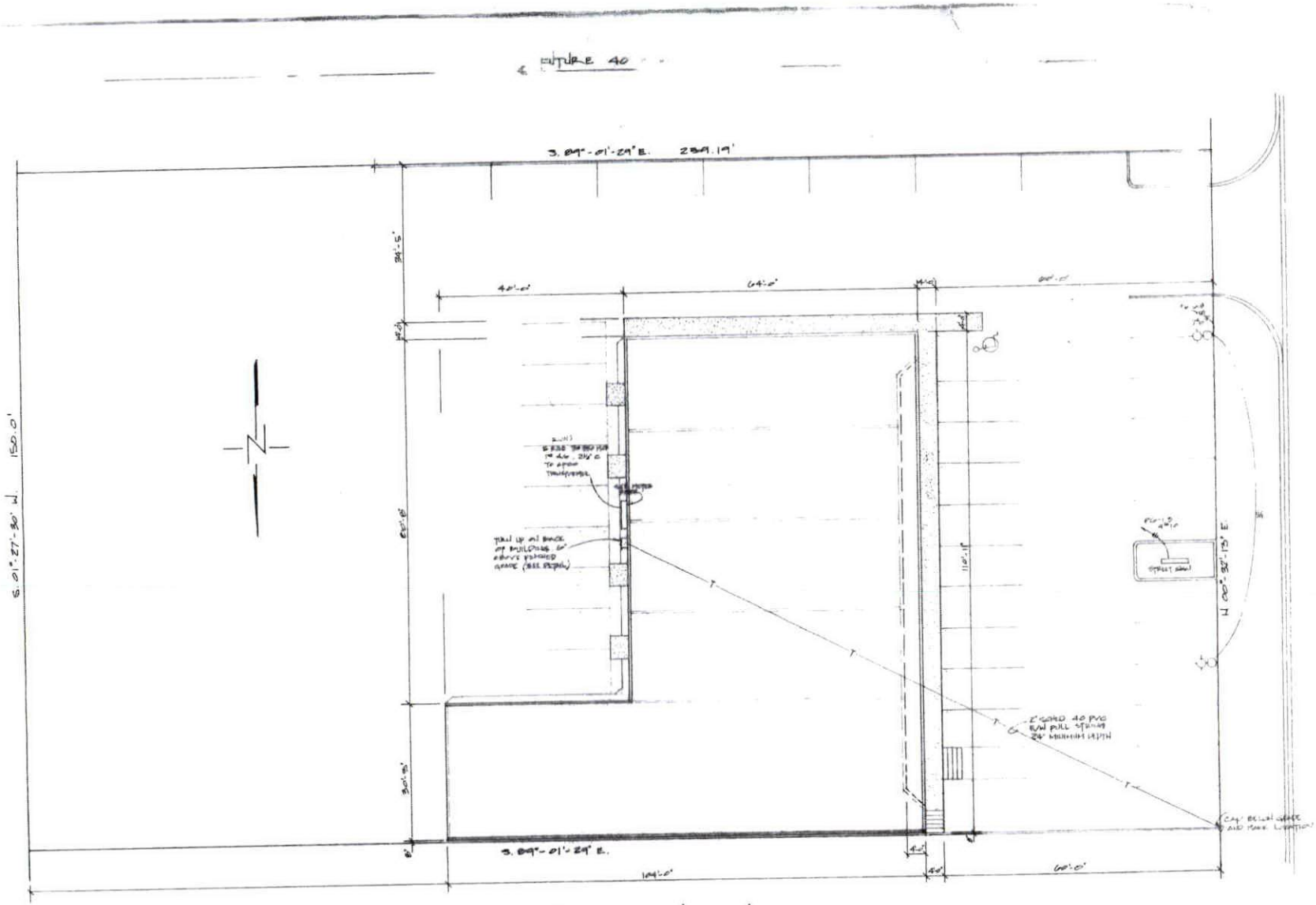
I, Julian F. Smith, a registered land surveyor of Mobile, Alabama, hereby certify that the foregoing is a true and correct plat of LOTS 7,8,9,10,11,&12 BLOCK 48 AS EXISTING MOBILE HEIGHTS SUBDIVISION FORMERLY PINEHURST DELANY'S ADDITION TO SPRINGHILL as recorded in DEED BOOK 138 M.S PAGES 118 - 122 in the Office of the Judge of Probate, Mobile County, Alabama; that the buildings now erected on said lot are within the boundaries of same; that there are no encroachments by buildings of adjoining property except as shown; that there are no right-of-way, easements or joint driveways, over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports thereto, including poles, anchors and guy wires, on or over said premises except as shown; and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that the above described property is in Zone "C".

Julian F. Smith
Julian F. Smith
Ala. Reg. No. 12932

ALABAMA REGISTERED No. 12932 LAND SURVEYOR

Austin Surveying Co., Inc.
7700 McKinley Avenue
633-4007
633-5121

Scale: 1"=40'
Drawn: R.D.H.
Date: 12-5-85

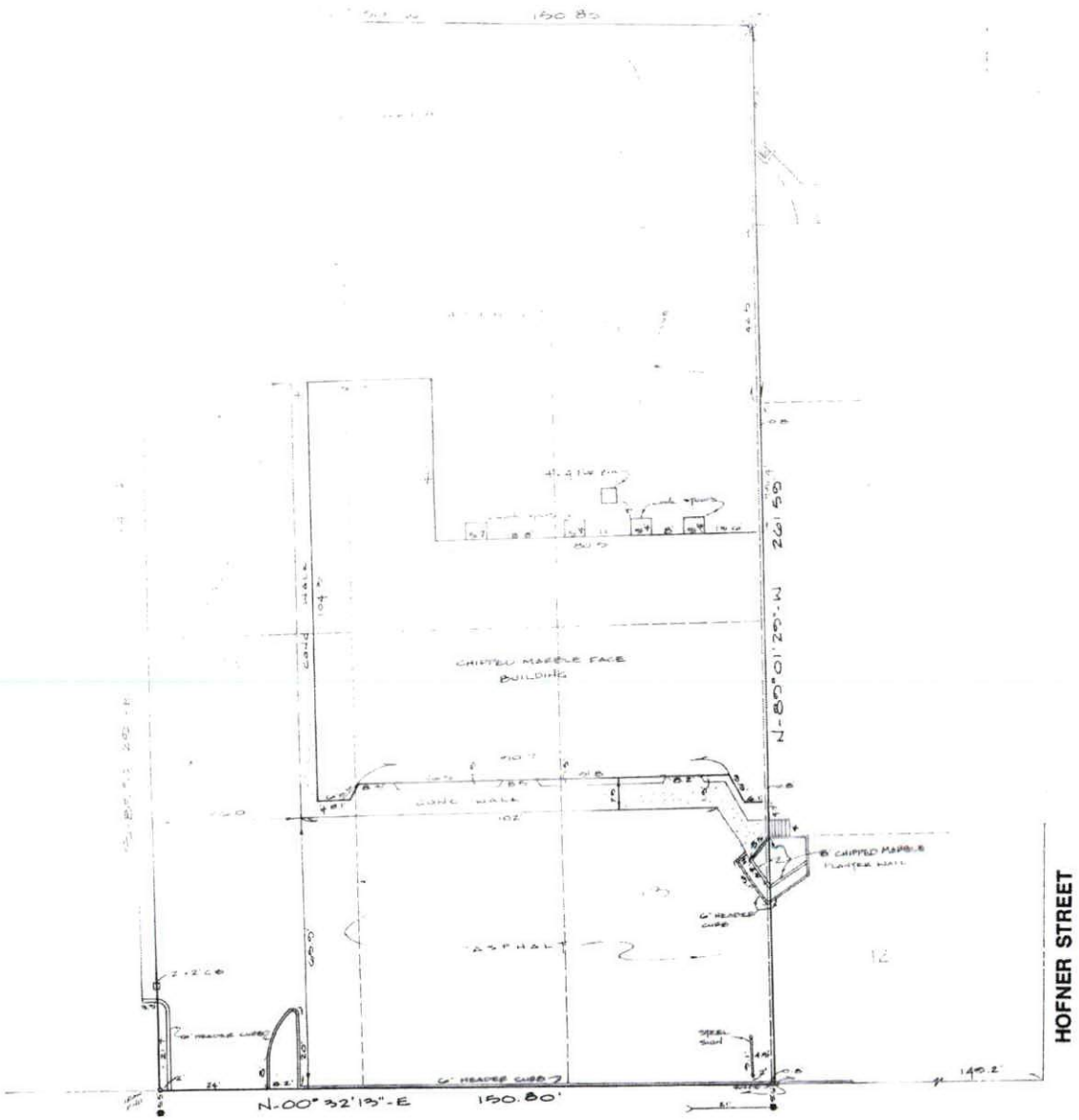


PLOT PLAN

SCALE: 1" = 10'-0"

PROPOSED COMPLEX FOR:
LOT NOS. 7-12, BLOCK 48
PINEHURST, DELANEY
ADDITION TO SPRINGHILL

1ST PHASE OF:
"SQUARE ONE"
HILLCREST ROAD
MOBILE, ALABAMA



STATE OF ALABAMA:
COUNTY OF MOBILE:

I, MIKELL D. SPEAKS, A REGISTERED SURVEYOR OF MOBILE, ALABAMA, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT MAP OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

LOTS 4, 5, 6, 13, 14 AND 15 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, AND, THE NORTH 0.8 FOOT OF LOT 7 AND LOT 12 OF BLOCK 48, PINEHURST DELANY'S ADDITION TO SPRING HILL, AS RECORDED IN DEED BOOK 138, PAGES 118-132 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

I ALSO CERTIFY THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THAT THERE ARE NO JOINT DRIVES, RIGHT-OF-WAYS, OR EASEMENTS OVER OR ACROSS SAID PROPERTY VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS, AND GUY WIRES ON OR ACROSS SAID PREMISES, EXCEPT AS SHOWN.

I FURTHER CERTIFY THAT I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 015007, PANEL NO. 0005E, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS IN FLOOD ZONE "C".

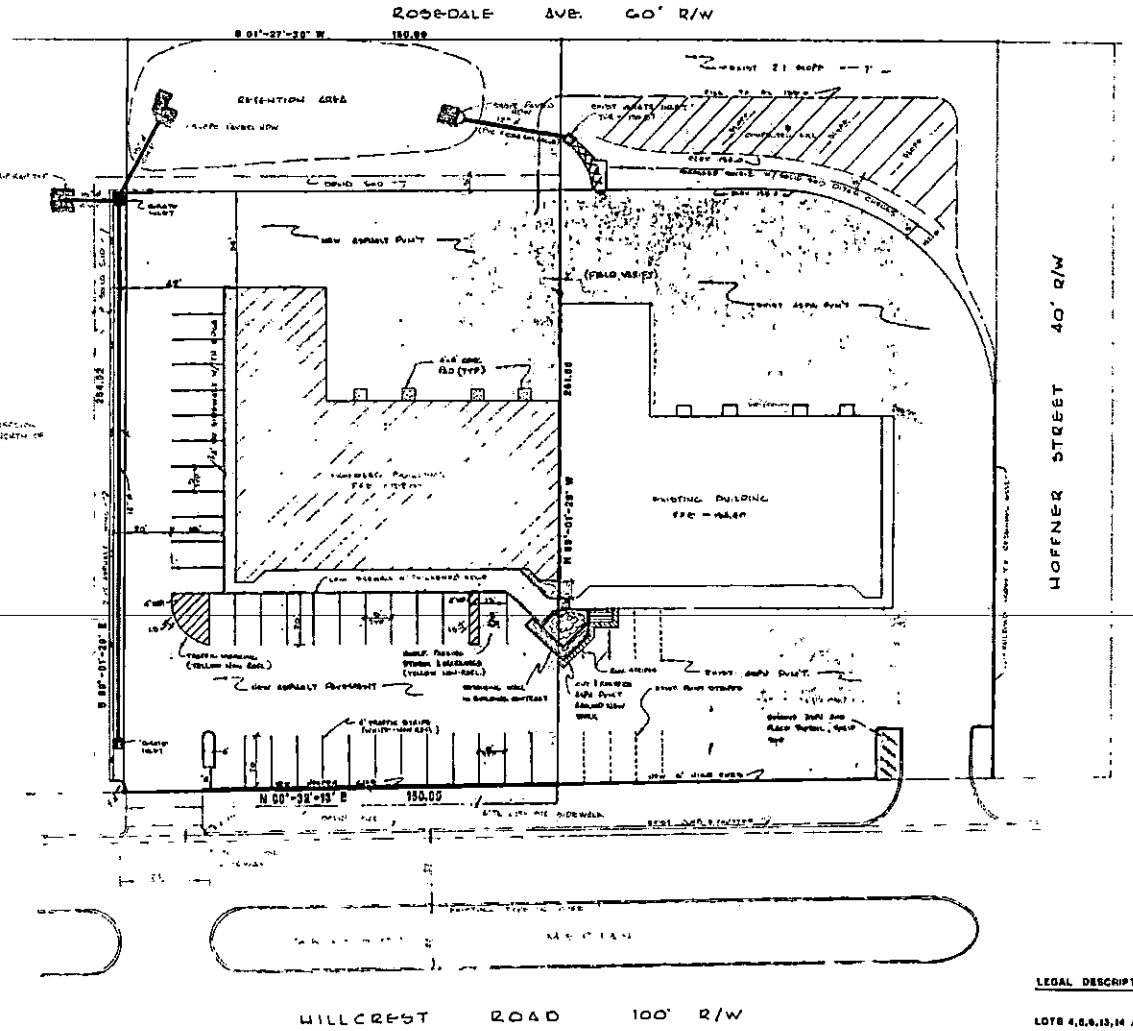
ACCORDING TO MY SURVEY, THIS THE 16TH DAY OF SEPTEMBER, 1987.

Mikell D. Speaks
ALABAMA REGISTRATION NO. 9127

REVISED: 9/15/87 TO SHOW 0.8' SOUTH OF LOTS 6 AND 13

Mikell D. Speaks & Associates
Consulting Engineers, Incorporated
732 Oak Circle Drive West
Mobile, Alabama 36609
Telephone: (205) 666-4646

Job # 87-840/F & F 505, 506



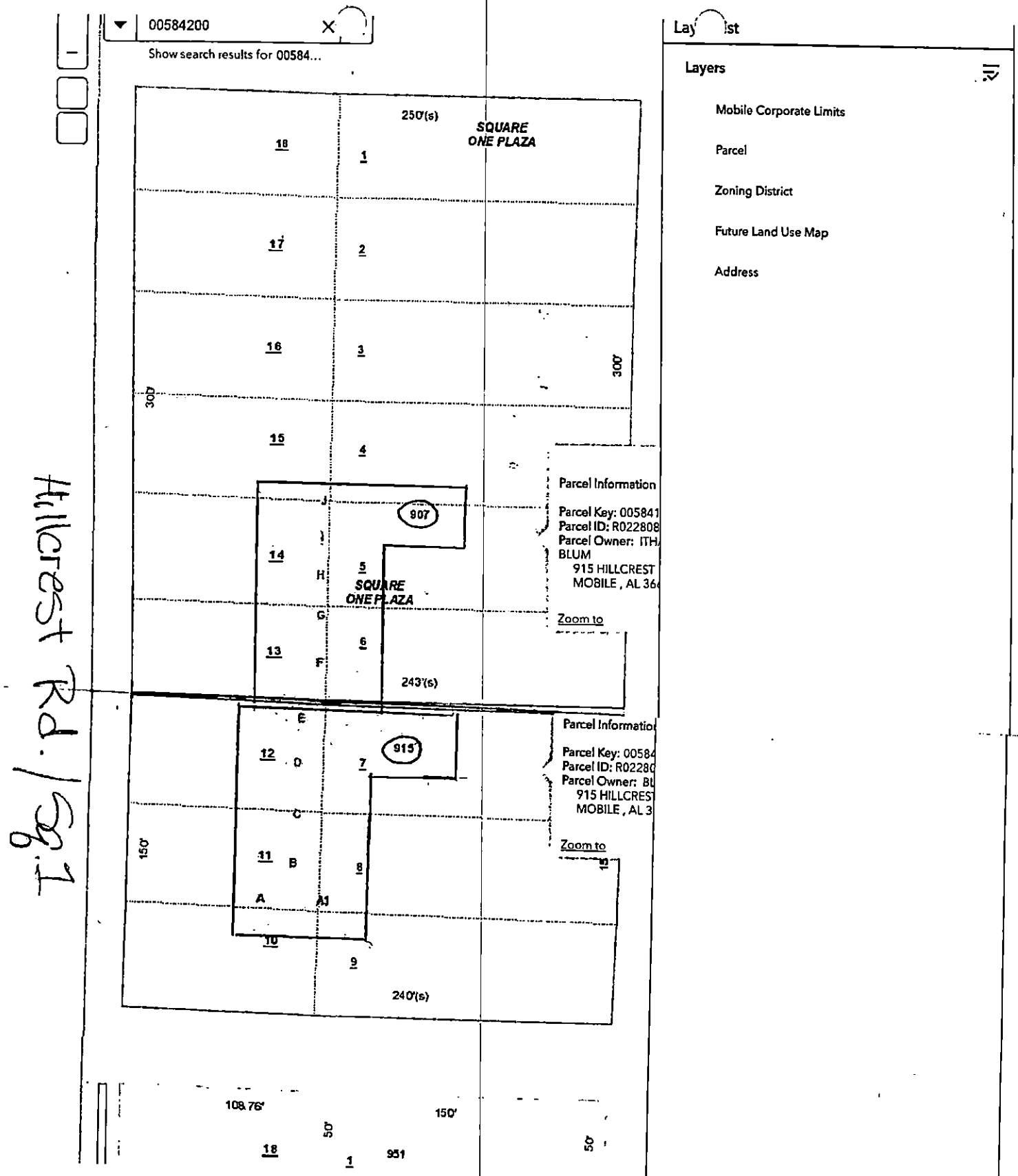
GENERAL NOTES:

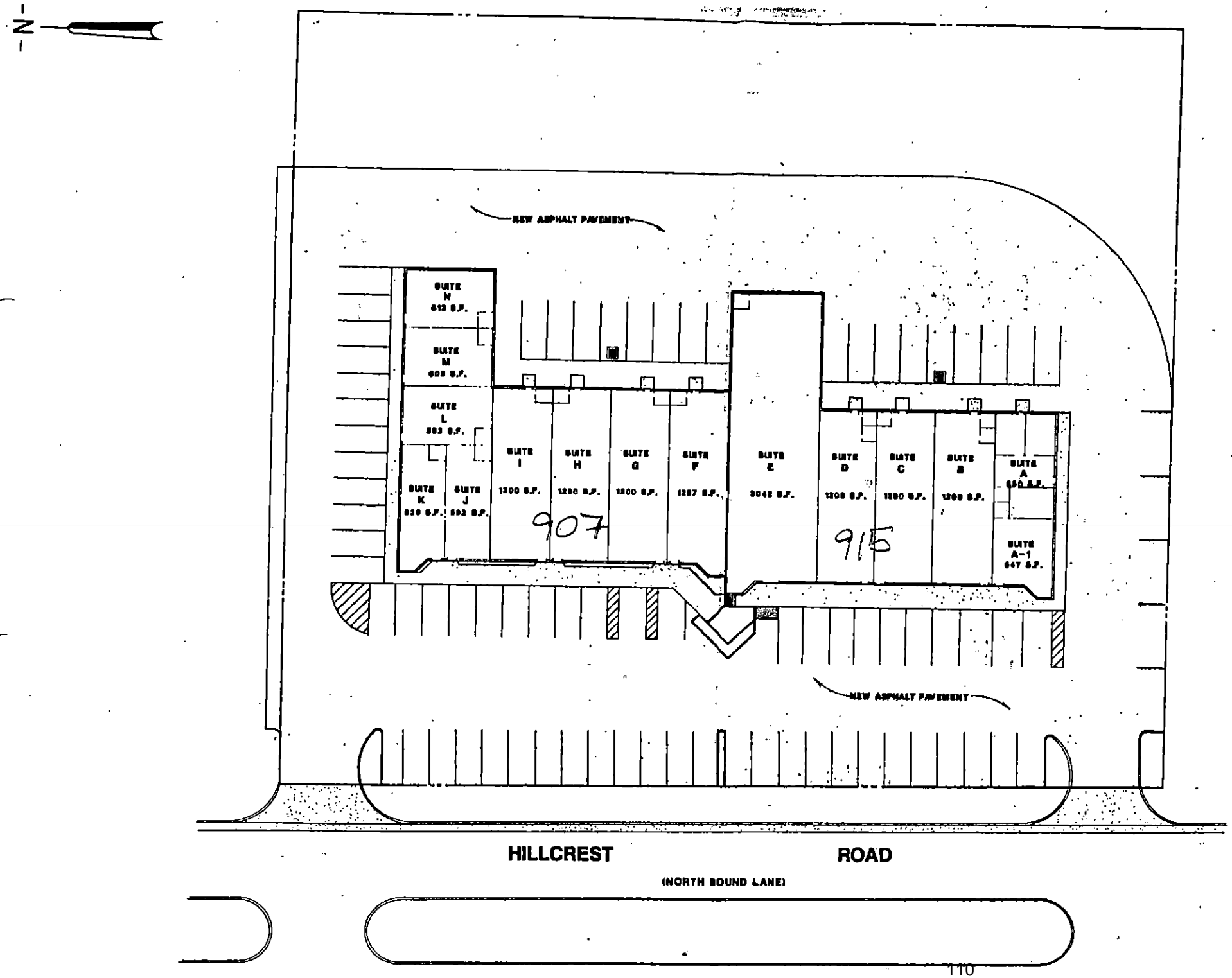
1. ALL CONSTRUCTION ON THE PROJECT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. ALL WORK WITHIN CITY STREETS SHALL BE COORDINATED WITH THE ... DEPARTMENT TO WHOM FEES SHALL BE CONSIGNED WITH THE ... WORK AREAS SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH ... VOLUME 1.
3. LOCATIONS OF UNDERGROUND UTILITIES WITHIN THE ... SHOWN HERE TAKEN FROM THE MOST AVAILABLE INFORMATION ... CONTRACTOR SHALL VERIFY THE SIZE, TYPE, MATERIAL, DEPTH AND ... PRIOR TO STARTING CONSTRUCTION OR ORDERING MATERIALS ...
4. TEMPORARY BARRICADE PROTECTION SHALL BE PROVIDED BY THE ... SITE DURING CONSTRUCTION, AND SHALL REMAIN AS NECESSARY ... FENCE SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT ...
5. AREAS WITHIN RETENTION AREA SHALL BE CLEARED AND GRUBBED ... NEW CONSTRUCTION. ... ALL BOTTOM GRADED AREAS SHALL BE ... ON THE SITE IN AREAS NOT TO BE DISTURBED BY THE ... CONSTRUCTION. GRADED AREAS SHALL BE SCARIFIED AND ... COMPACTED THOROUGHLY, AND PREPARED FOR SEEDING, ... FAILED FOR BY THE ENGINEER OF RECORD.
6. ALL EXCESS MATERIAL OR EXCAVATION FROM VARIOUS ... THE CONTRACTOR, DEBRIS FROM DEMOLITION OR OTHER ITEMS ... OF OFFSITE BY THE CONTRACTOR. IF ROCK, SHALL NOT BE ... DISCOVERED ON THE SITE, ANY ROCK EXCAVATION ... FOR THE LUMP SUM AMOUNT SHALL BE PROVIDED BY THE CONTRACTOR.
7. AFTER COMPLETION OF ALL CONSTRUCTION, THE SITE SHALL BE ... SEEDED, AND MULCHED AREAS MIXTURE SHALL BE AS SPECIFIED ... M3/ "A" SPECIFIED IN SECTION 860 OF THE STATE HIGHWAY DEPARTMENT ... SHALL BE HAY MULCH APPLIED AT A RATE OF ... TONS PER ACRE.
8. SOLID SOD SHALL BE PLACED AS FOLLOWS
   a) COMPLETE COVERAGE OF DESIGNATED AREAS.
   b) 2' WIDE ALONG EDGE OF ALL NEW CONCRETE OR ASPHALT PAVEMENT ... WITH THE PROJECT LIMITS.
   c) 2' WIDE x 10' LG. STRIPS MEASURED PERPENDICULAR TO THE ... PLACED AT 5 ... ALONG BOTTOM SHALL BE ...
9. NEW GAS SERVICE LINES, TAPS, AND MAINS TO BE INSPECTED BY ... VALVES TO BE FURNISHED AND INSTALLED BY CONTRACTOR ... BY UTILITY COMPANY. CONTRACTOR SHALL MAKE APPLICATION ... METER, TAP AND OTHER FEES AND SHALL BE RESPONSIBLE FOR ... THEIR COMPLETE INSTALLATION FROM METER OUTLETS FROM ...
10. WATER LINES SHALL BE CONSTRUCTED OF ... OF COLOR, DETECTION TAPE, "CAUTION GAS LINE BELOW," ... SANITARY SEWER LINES SHALL BE CONSTRUCTED OF ... SHOWN ON THE DRAWINGS.
    SEE SPECIFICATIONS FOR ...
11. ALL CONCRETE STORM DRAINAGE PIPE SHALL BE ... R.C.P., STORM DRAIN PIPE SHALL BE ...

LEGAL DESCRIPTION:

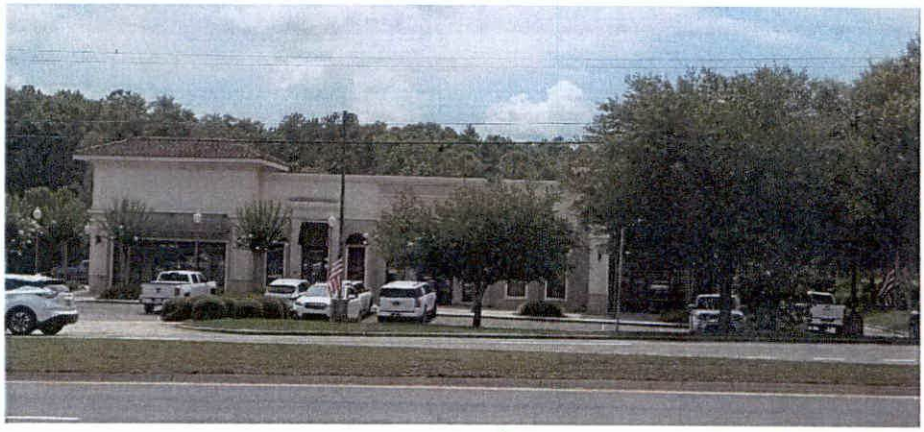
LOTS 4,8,9,13,14 AND 15 OF BLOCK 48 PINEHURST SUBDIVISION AS RECORDED IN DEED BOOK 138, PAGES 116-132

MIKELL D. SPEAKS & ASSOCIATES · CONSULTING ENGINEERS, INCORPORATED		
732 OAK CIRCLE DRIVE WEST · MOBILE, ALABAMA	DATE: AUGUST 1986	SQUARE FEET
	JOB NO. 86-334 P.O.# 505	SCALE: 1" = 20'
		FLOOD RETENTION PLAN


00584200
Show search results for 00584...
Layers
Mobile Corporate Limits
Parcel
Zoning District
Future Land Use Map
Address
250'(s)
SQUARE ONE PLAZA
18
1
17
2
16
3
300'
15
4
907
14
5
SQUARE ONE PLAZA
13
6
243'(s)
915
12
7
11
B
8
A
A1
10
9
240'(s)
Parcel Information
Parcel Key: 005841
Parcel ID: R022808
Parcel Owner: ITH
BLUM
915 HILLCREST
MOBILE , AL 36
Zoom to
Parcel Information
Parcel Key: 00584
Parcel ID: R02280
Parcel Owner: BL
915 HILLCREST
MOBILE , AL 3
Zoom to
150'
108.76'
50'
951
Hillcrest Rd.


N
NEW ASPHALT PAVEMENT
SUITE N 613 S.F.
SUITE M 608 S.F.
SUITE L 583 S.F.
SUITE K 630 S.F.
SUITE J 593 S.F.
SUITE I 1200 S.F.
SUITE H 1200 S.F.
SUITE G 1200 S.F.
SUITE F 1297 S.F.
SUITE E 3043 S.F.
SUITE D 1208 S.F.
SUITE C 1200 S.F.
SUITE B 1200 S.F.
SUITE A 650 S.F.
SUITE A-1 647 S.F.
907
915
NEW ASPHALT PAVEMENT
HILLCREST ROAD
(NORTH BOUND LANE)

Current retail strip centers located on Hillcrest Rd between Airport and Grelot which all have B-3 Zoning



900 Hillcrest Rd B-3 Office Retail center

878 Hillcrest Rd B-3 multi Office center located catty corner to subject

1016 Hillcrest Rd B-3 multi Office building

1218 Hillcrest Rd B-3 small retail strip center

1222 Hillcrest Rd B-3 small retail strip center

1234 Hillcrest Rd B-3 small retail strip center

Corner of Hillcrest and Airport, small retail strip center zoned B-3

851-877 Hillcrest Rd, small retail strip center zoned B-3
it has approximately 11 suites, all rented but 1. Square 1 has 6 suites in the 915 side and 9 suites in 907.

Here are 2 located just south of Grelot with B-3 Zoning

1412 Hillcrest Rd B-3

1422 Hillcrest Rd B-3

	PIC LLC 17.5% INT, JAY-E LLC 12.5% INT, VINCENT F 13331 REECK ROAD 2ND FLOOR SOUTHGATE, MI 48195	PIC LLC 8.75% INT, GATE C LLC 13.75% INT, LLC 13.75% INT, JOHN WHITE- 13331 REEECK ROAD 2ND FLOOR SOUTHGATE, MI 48195
RISE CHURCH 3458 ROYALTY COURT MOBILE, AL 36695	ANGELA E. BLUM 915 HILLCREST RD STE A MOBILE, AL 36695	B C DANIELS INC 5617 COTTAGE HILL RD MOBILE, AL 36609
MICHAEL R DARDEAU 810 LINLEN AVE MOBILE, AL 36609	BEVERLY JOANNE MENDELSON P O BOX 16473 MOBILE, AL 36616	STELLA LYNN LUNA 112 AMAKOLA CT BREVARD, NC 28712
ALLEN C BRUSH P O BOX 9936 MOBILE, AL 36691	REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36609	DAY CARE CENTER INVESTORS DBA LAPETITE ACADEMY C/O TAX DEPT 21333 HAGGERTY RD STE 300 NOVI, MI 48375
~~REHM HILLCREST PROPERTIES LLC, AN ALABAMA LLC 951 HILLCREST RD MOBILE, AL 36695~~	HILLCREST PROPERTIES LLC 1009 AUGUSTA ST MOBILE, AL 36604	900 HILLCREST RD LLC 900 HILLCREST RD STE A5 MOBILE, AL 36695
HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695	MOBILE SKATE CENTER LLC P O BOX 965 DAPHNE, AL 36526	WHITESPUNNER B 43.75% INT & S PHILLIPS CRABTREE 6.25% INT C/O CUMMINGS & ASSOCIATES INC 13331 REECK ROAD SOUTHGATE, MI 48195
MARIA CHRISTINA GONZALEZ 916 DICKENSON AVE MOBILE, AL 36609	JAMES V MCNAMARA JR 920 DICKENSON AVE MOBILE, AL 36609	HAYDEN Z GAINES 914 DICKENSON AVE MOBILE, AL 36608
ITHACA INC ATTN:ANGELA E BLUM 915 HILLCREST RD SUITE A MOBILE, AL 36609	TERRELL WADE SHIVER 964 DICKENSON AVE MOBILE, AL 36609	DEMETRIOS A & JOHN VELLIANITIS 21829 OMEARA TERRACE #402 ASHBURN, VA 20147
LCK LLC 9807 POTOMAC RIDGE DR MOBILE, AL 36695	WES LLC 66 JORDAN LN MOBILE, AL 36608	LIFESOUTH COMMUNITY BLOOD CENTERS INC 4039 NEWBERRY RD GAINESVILLE, FL 32607
~~HILLCREST TIMBERS LLC 940 HILLCREST RD MOBILE, AL 36695~~		

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: July 21, 2022

APPLICANT NAME Square 1 Plaza

SUBDIVISION NAME Square 1 Plaza Subdivision

LOCATION 915 and 907 Hillcrest Road
(East side of Hillcrest Road, at the West terminus of Timbers Drive).

CITY COUNCIL DISTRICT Council District 6

PRESENT ZONING B-2, Neighborhood Business District

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 3 Lots / 2.5± Acres

CONTEMPLATED USE Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community 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.

ENGINEERING COMMENTS

Subdivision: According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.

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 Permitting 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 Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

TIME SCHEDULE FOR DEVELOPMENT None provided

REMARKS The applicant is requesting Subdivision Approval to create three legal lots of record from eighteen (18) legal lots of record; and Rezoning from B-2, Neighborhood Business District to B-3, Community Business District.

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

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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 applicant proposes to create three legal lots of record from eighteen (18) legal lots of record. The applicant submitted a copy of the previously recorded Subdivision plat, with the proposed lot lines depicted. It appears that the proposed lots will each exceed the minimum size requirements of the Subdivision Regulations, as approved.

There are two sanitary sewer easements depicted on the plat, which should be depicted on the Final Plat, if approved, as well as a note stating that no structures are allowed in any easement without the approval of the easement holder.

The site has frontage along Hillcrest Road, and three unopened, undeveloped rights-of-way. Hillcrest Road is shown as having a compliant right-of-way width making no dedications necessary. The existing rights-of-way for the adjacent unopened, undeveloped rights-of-way varies from 40-feet to 60-feet, as recorded on the recorded plat from 1980, and as the roads are currently undeveloped, no additional dedication should be required at this time.

The 25' minimum required setback is not depicted along any of the street frontages, and if approved, should be shown along all street frontages.

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 site is bounded to the North (across an unopened right-of-way) by B-3, Community Business District; to the South (across an unopened right-of-way) by B-2, Neighborhood Business District; to the West (across Hillcrest Road) by B-3; and to the East (across an unopened right-of-way) by R-3, Multi-Family Residential District.

The applicant states the following to address the rational for the zoning request:

> *My name is Laura Ledyard, I am the Broker for Angela Blum Real Estate and property manager of Square 1 shopping center located at 907 and 915 Hillcrest Road. I am submitting a zoning change application.*
>
> *The following addresses items 4, 5 and 6 of the planning commission application attached hereto.*
>
> ***Item 4 APPLICATION DESCRIPTION***
>
> *Square 1 is a small retail strip center approximately 15,800 sf fronting Hillcrest Rd. It was built in 2 phases in 1985 and 1987. There has been no additions or modifications to the original structure or site plan including the parking lot and drainage plan. I am currently negotiating with a jewelry store owner "Royal Stone Fine Jewelry and Piercing" who has expressed interest in leasing a suite at my location. The primary business shall be Jewelry sales with an accessory business of piercing. Due to the limitation of 25% placed on the accessory business we feel that B3 zoning covers both the landlord and the business owner for business growth and prosperity.*

Item 5 PLAN CONSISTENCY STATEMENT

As you can see from the attached map, many of the surrounding properties are currently zoned B -3. Some of which include Regions Bank, Berkshire / Prudential office center, Goldstein's Jewelry (originally built as a bank), and Sunshine Skate Center, most of these were developed after 1985, which is the year the subject was built. Hillcrest Road has been designated as a transportation corridor west of I-65 serving primarily the low-density (suburban) residential neighborhoods. Under the new Comprehensive Plan, all of the commercial properties spread along Hillcrest Road zoned B-2 and B-3 located between Airport Blvd. and Grelot Road would be classified as Mixed Commercial Corridor. MCC includes a wide variety of retail, services and entertainment uses. A change in zoning to a B-3 classification on this property would be consistent with the Future Land Use Plan and Major Street Plan, as well as the surrounding areas.

Item 6 ZONING STATEMENT

This zoning amendment is necessary for a proposed jewelry store to perform piercing. Under the current zoning regulations, B-3 zoning is necessary for piercing if it exceeds the 25% threshold for an accessory business. As an example, if the majority of customers purchasing earrings also have them installed this accessory service is likely to exceed the 25% threshold.

Because many of the surrounding properties are already zoned B-3 there should be no effect on the surrounding land uses.

Due to the following 2 conditions the requested zoning amendment should be allowed.
2) Changes in conditions in this area make the ordinance change necessary and desirable. Since the construction of said property in 1985 there has been a substantial residential growth in single family neighborhoods as well as higher density apartment complexes throughout the Hillcrest / Grelot area. Having variety in retail and services is vital in supporting the surrounding residential areas. B-2 has limits in its classifications so in order to expand the variety of retail and services to the area B-3 zoning is necessary. This new classification will allow the landlord to market and lease to a wider variety of businesses.

3) The residential growth in the Hillcrest area has created an increased need for business in addition to sites that are available. It is necessary to rezone these few remaining B2 properties to keep up with the need for business.

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, unless abutting an existing commercially or industrially zoned property. As the proposed lot to be rezoned is 2.5± acres, and abuts existing B-3 zoning to the North and West, this site meets the recommendations for the creation of a new B-3 district.

The site plan submitted depicts the existing structure and parking lot. No new development is proposed at this time. The site currently exists with shared parking and access across multiple lots, and the functionality of the property will not change; however, Planned Unit Development (PUD) approval will be required if physical changes are proposed to the site.

RECOMMENDATION

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

1) provision of a Final Plat as required by Section IV.C.2. of the Subdivision Regulations;
2) provision of the lot size in square feet and acres, or the provision of a chart depicting the same information;
3) depiction of the 25' minimum building setback along all rights-of-way;
4) placement of a note on the Final Plat stating that no structures are allowed in any easements, without the approval of the easement holder;
5) compliance with Engineering comments: (*According to the subdivision application form the applicant is proposing a 3-lot subdivision; however, the documents that were uploaded do not show a proposed 3 subdivision. Please submit a subdivision plat for review.)*
6) placement of a note on the Final Plat stating the following Traffic Engineering comments: (*Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
8) compliance with Fire comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);* and
9) full compliance with all municipal codes and ordinances.

Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP

APPLICATION NUMBER 7 DATE July 21, 2022

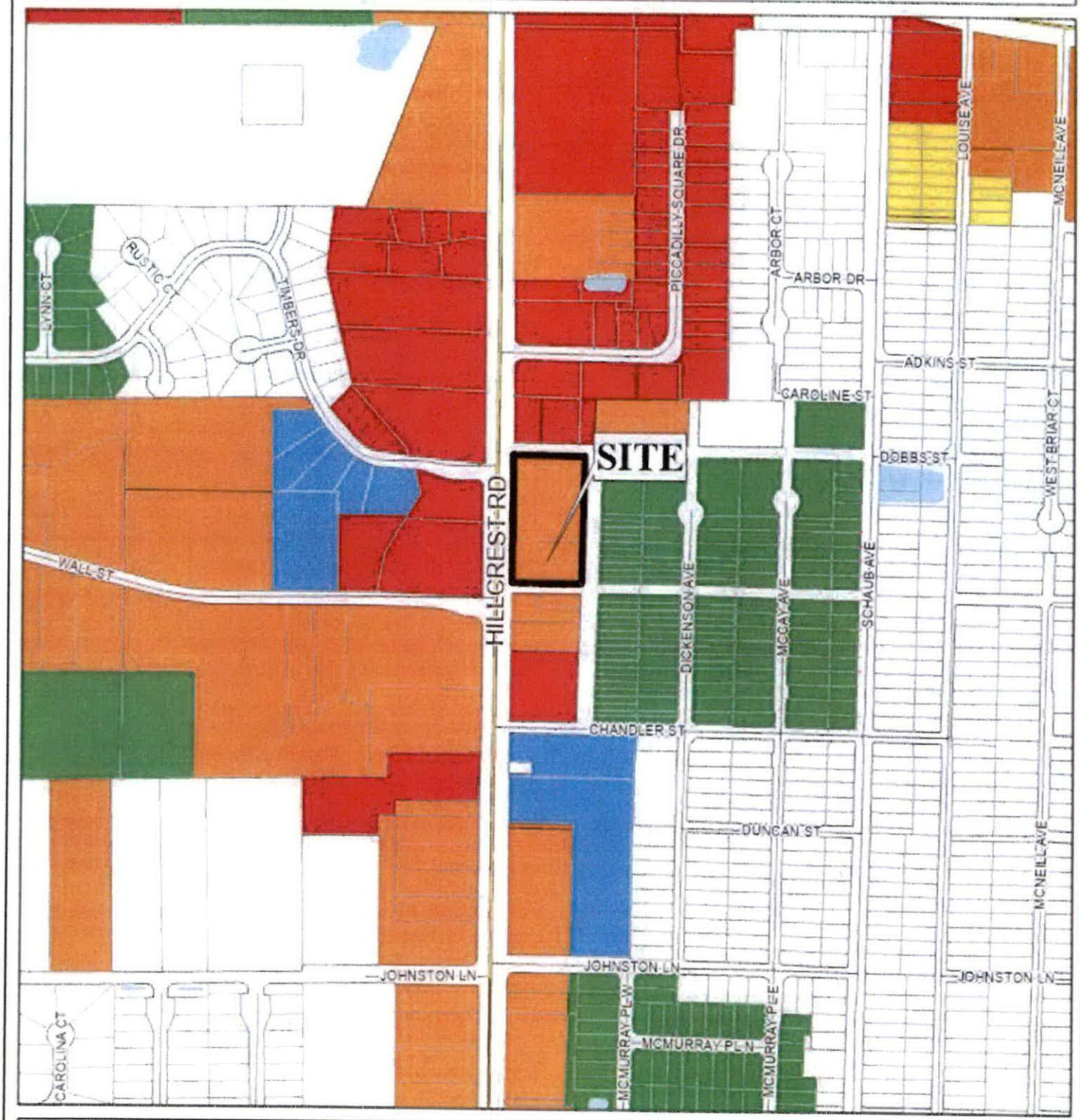
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE July 21, 2022

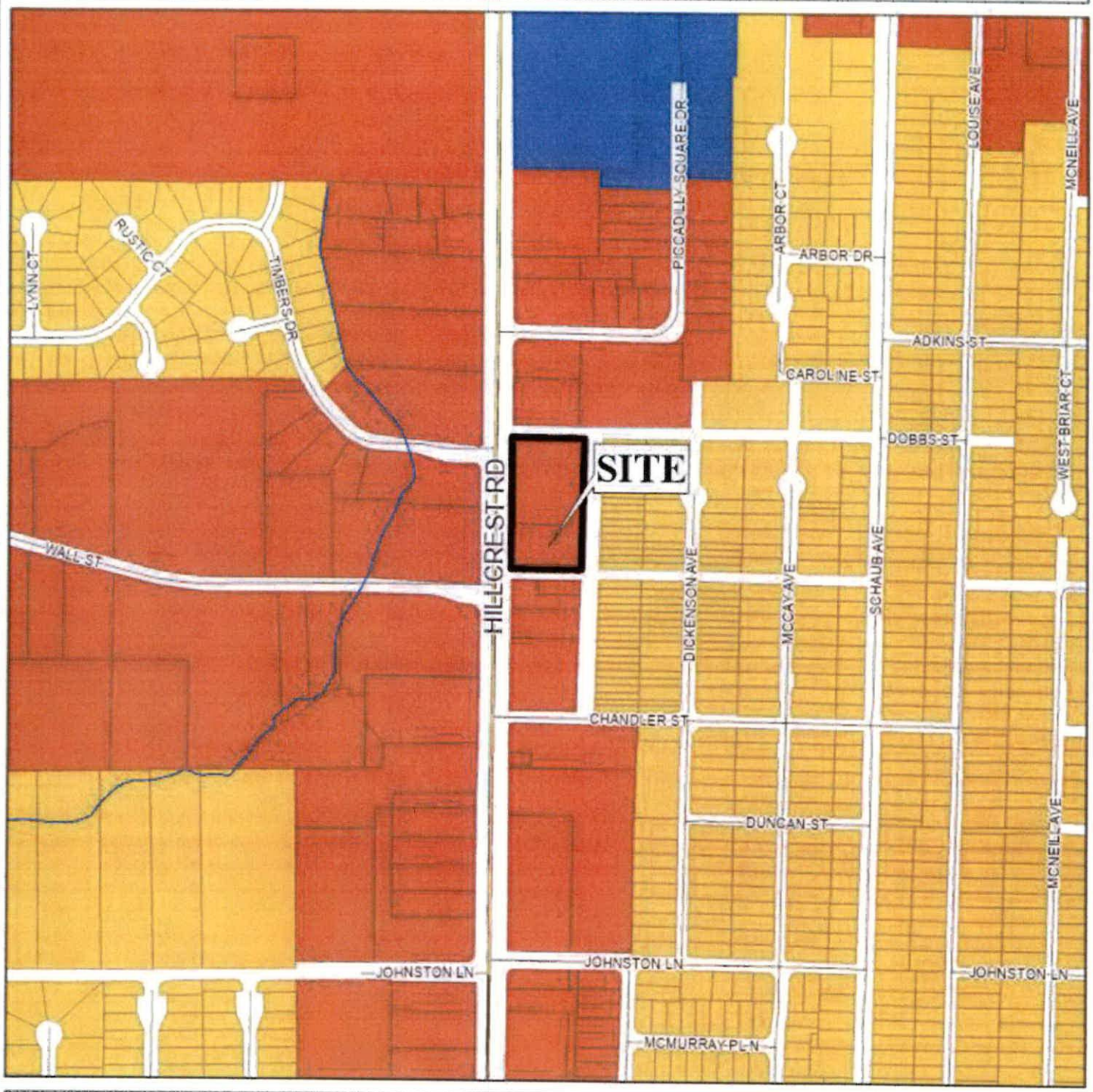
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

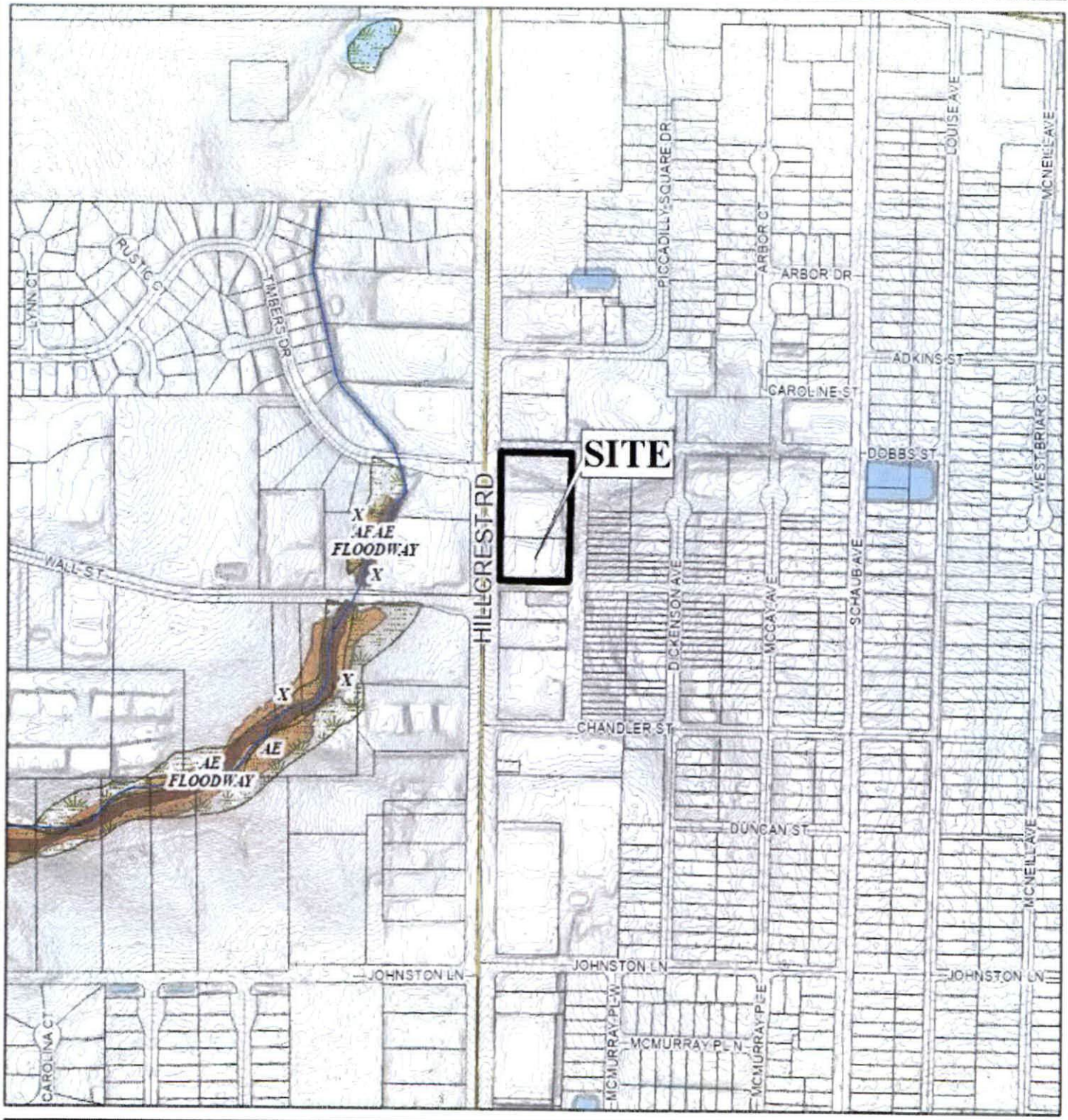
Layer2

- 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 7 DATE July 21, 2022

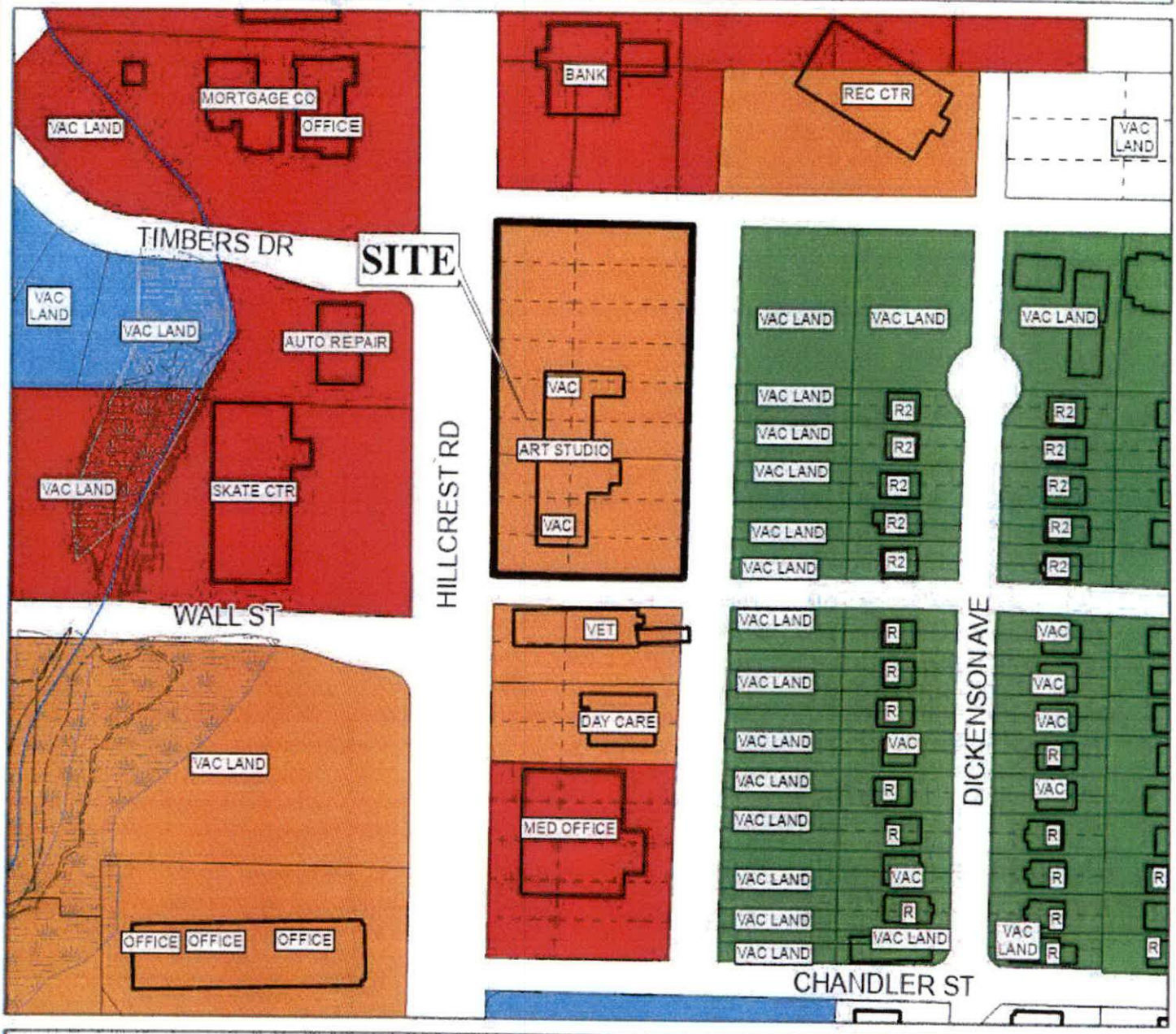
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING


MORTGAGE CO
VAC LAND
OFFICE
BANK
REC CTR
VAC LAND
TIMBERS DR
SITE
VAC LAND
VAC LAND
AUTO REPAIR
VAC
ART STUDIO
VAC
VAC LAND
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VAC LAND
R2
HILLCREST RD
VAC LAND
SKATE CTR
WALL ST
VET
DAY CARE
MED OFFICE
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VAC LAND

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

This site is surrounded by commercial units, with residential units to the east.

APPLICATION NUMBER 7 DATE July 21, 2022

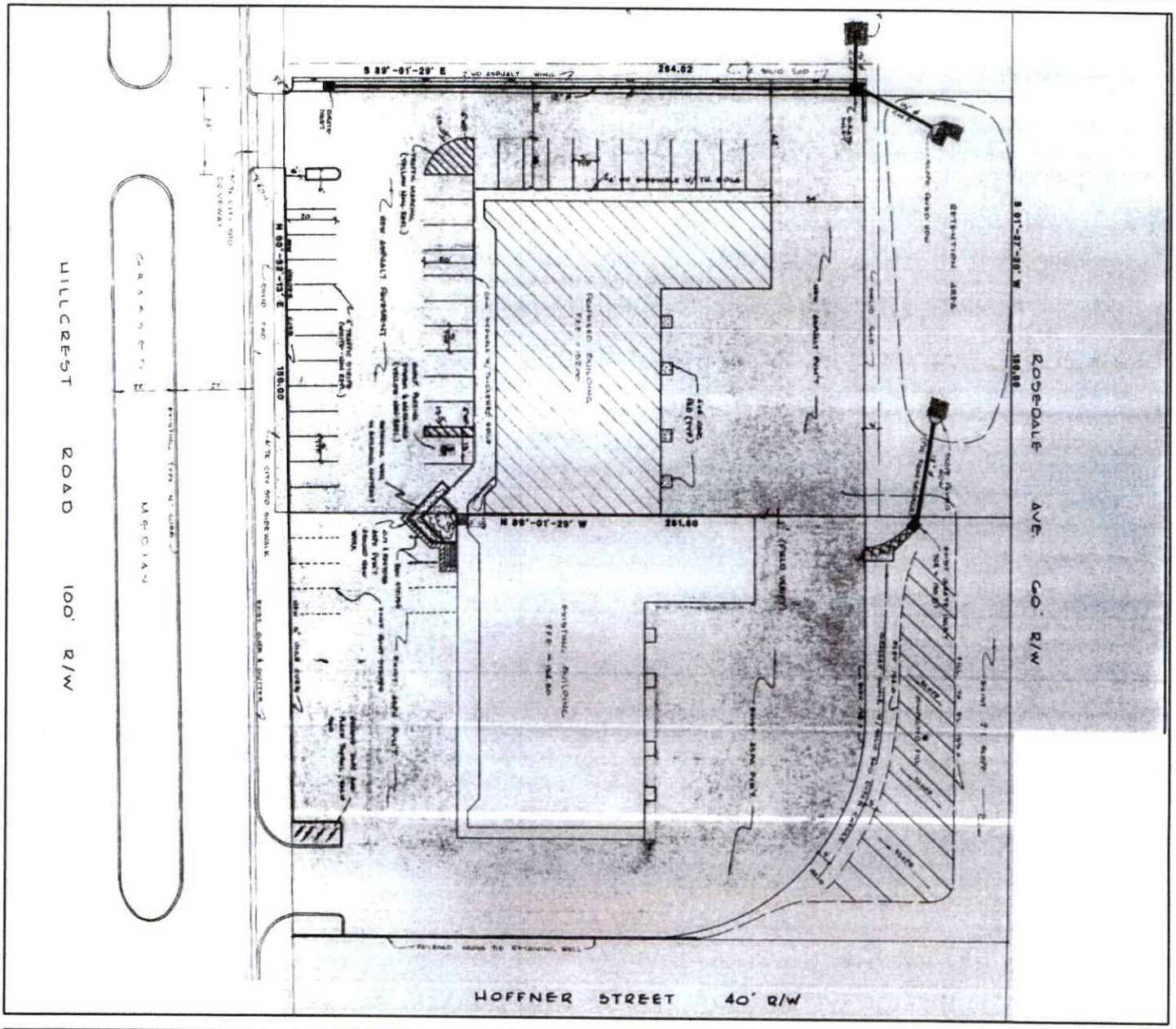
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

SITE PLAN



This site plan illustrates the existing building with proposed parking changes.

APPLICATION NUMBER 7 DATE July 21, 2022

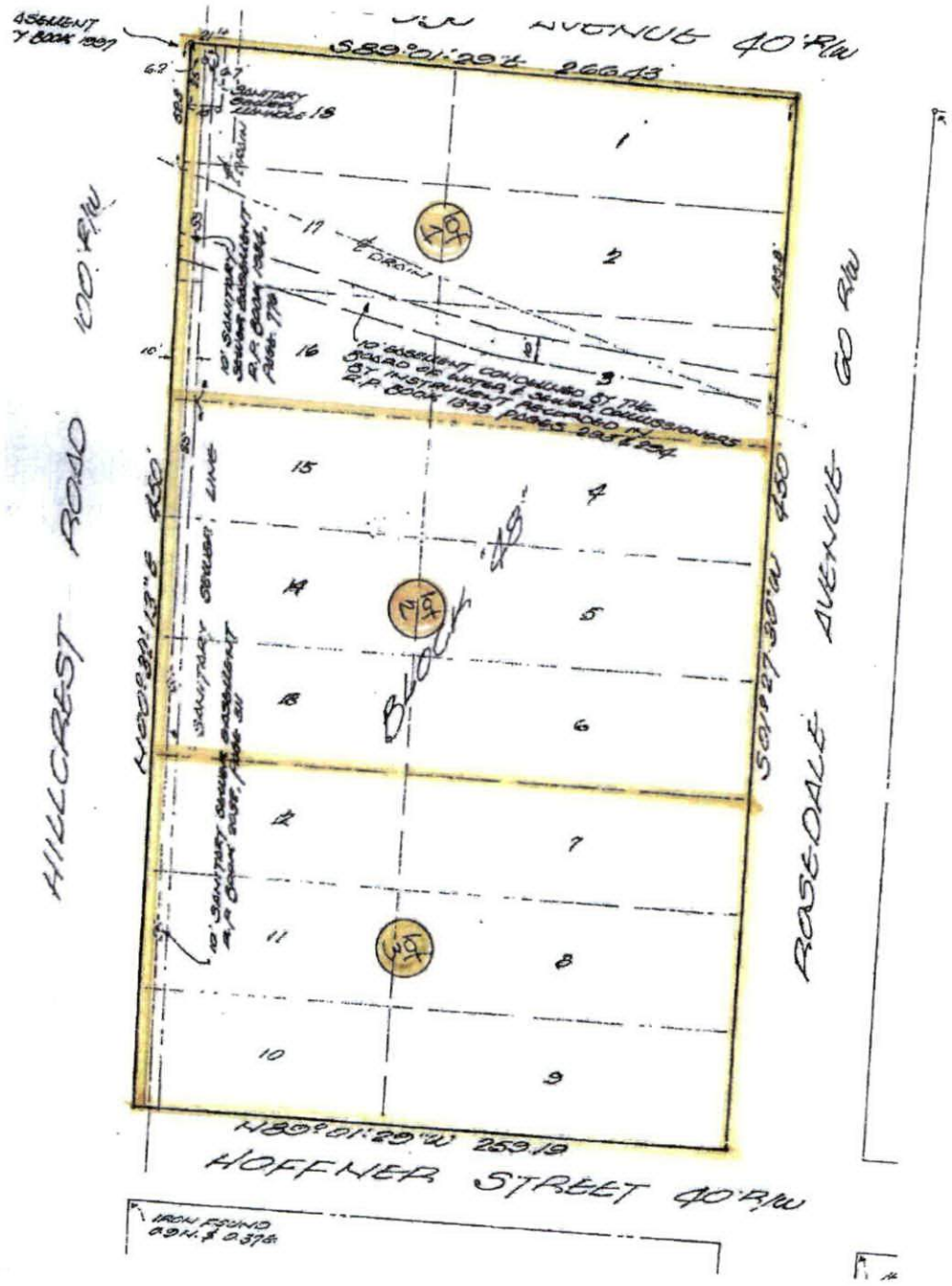
APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE July 21, 2022

APPLICANT Square 1 Plaza

REQUEST Subdivision, Rezoning

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Cassie Boatwright, Director of REAM

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To reallocate funds from CIP (2000) to G-MMOACHLL for purchase of Chiller for MMOA.

Amount of Contract:

$140,000.00

Funding Source

Project # MMOA-Chiller #1 Replacement; MU-084-22 **Discretionary Funds**

Project String 20002000-48010 - from C0567 to G-MMOACHLL **Contract Number:**

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

Grant Funds G-MMOACHLL **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
REALLOCATION OF FUNDS FOR CHILLER FOR MMOA	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	9/7/2022 - 4:37 PM
Capital	Rhodes, Brenda	Approved	9/7/2022 - 5:02 PM
Legal	Kern, Chris	Approved	9/8/2022 - 11:05 AM

Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:06 PM

RESOLUTION

2022

Sponsored by Mayor William S. Stimpson and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, to reallocate the sum of $140,000.00 from C0567 (Mobile Museum of Art-Pwr & HVAC Improvements), 20002000.48040(Construction) in the Capital Improvement Fund (2000) to G-MMOACHLL(CLIMATE CONTROL MMOA); (5000)50005000.93030 (MISC GR EXP-CP IMPROV) to replace and complete the purchase of a new chiller for Mobile Museum of Art.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 8/30/22

JOINT BUDGET TRANSFER: ☒(from one fund to another)

DISTRICT#: Select Item. 7

REQUEST: Please transfer $ 140,000.00

FROM CAPITAL PROJECT#: C0567

CAPITAL PROJECT NAME: MMOA-PWR & HVAC IMPROV

DEPT. PROJECT#: MU-084-22

TO GRANT FUND PROJECT#: G-MMOACHLL

PROJECT NAME: CLIMATE CONTROL MMOA.

ACCT PROJECT STRING#: 5000.5000.5000.93030

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Archnique Kidd, Office of Supplier Diversity

Sponsored by:

William S. Stimpson, Mayor

Amount of Contract:

$45,000 per year for 3 years

Funding Source

Project # **Discretionary Funds**

Project String 10043500 42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution to authorize agreement with Four Moons, LLC to assist the Office of Supplier Diversity electronically track disadvantaged business participation with City contracts	Cover Memo	9/6/2022
Four Moons, LLC agreement for services with Office of Supplier Diversity	Cover Memo	9/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/6/2022 - 3:31 PM
Budget	Sapp, Celia	Approved	9/8/2022 - 12:44 PM
			9/8/2022 - 2:03

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	9/8/2022 - 2:03 PM
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:07 PM

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile adopted Ordinance 14-080-2020 on July 7, 2020 for the purpose of providing equal access to City contracts by those businesses and individuals that are disadvantaged; and

WHEREAS, the City's Office of Supplier Diversity tracks participation by these businesses and individuals so as to comply with Ordinance 14-080-2020;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to enter into an agreement with Four Moons, LLC, in an amount not to exceed $45,000 per year for 3 years, to assist the Office of Supplier Diversity to more efficiently track, through electronic means, participation by contractors and subcontractors as described in Ordinance 14-080-2020:

Adopted:

_____

Lisa C. Lambert, City Clerk

PROFESSIONAL SERVICES AGREEMEMENT

This professional services agreement (this "Agreement") is made as of ___, 2022 (the "Effective Date") by and between the City of Mobile, Alabama (the "The City of Mobile"), an Alabama municipal corporation (hereinafter referred to as the "City"), and Four Moons LLC ("Vendor"), an Alabama limited liability company.

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. System and Services

(a) In consideration of the Fee(s) (as hereinafter defined) to be paid to Vendor by the City of Mobile as set forth in this Agreement, Vendor hereby grants to the City of Mobile and the City of Mobile's Authorized Users (as hereinafter defined) a non-exclusive license during the term of this Agreement to access the website or portal designated to deliver the following services (the "System and Services") Vendor has or will develop for the City of Mobile:

i. Visual business process flows to guide OSD compliance analysts through local, state, and federal compliance requirements ("Compliance Requirements");
ii. Automated processes and workflows to implement certain actions required to satisfy Compliance Requirements;
iii. A proprietary database of records necessary to satisfy Compliance Requirements;
iv. Data modeling of database records necessary to satisfy Compliance Requirements;
v. Dynamically generated reports to analyze compliance performance and demonstrate satisfaction of Compliance Requirements; and
vi. Training necessary for the use and implementation of the Services and System;
vii. Maintenance as required to ensure the Services and System function in accordance with the service levels described in Annex 1.

(b) Vendor will continue to invest in the research, development, and updates of the System during the Term and Option Term(s) (as hereinafter defined) of this Agreement.

(c) Vendor may perform its obligations through the use of affiliates subcontractors; provided,

however, Vendor shall not perform its obligations through the use of subcontractors without the advance written consent of the City of Mobile, which consent shall not be unreasonably withheld. Vendor shall not be relieved of its obligations under this Agreement by use of any such affiliates or subcontractors and shall be responsible for the performance of each such subcontractor. If the City of Mobile determines that the performance or conduct of any Vendor subcontractor is unsatisfactory, the City of Mobile may notify Vendor of its determination in writing, indicating the reasons therefore, in which event Vendor shall promptly take all necessary actions to remedy immediately the performance or conduct of such Vendor and, if requested by the City of Mobile, to replace such Vendor.

(d) The City of Mobile may request at any time, and from time-to-time, during the Term that Vendor provide additional services including additional interfaces or modules ("Modules"), other than the System and Services described in the foregoing Section (a). Upon receipt of such request, Vendor shall prepare and submit to City of Mobile a written estimate of the costs and fees for such additional Module(s) and a general statement of work relating to the functionality of the requested additional Module. Upon approval by the City of Mobile of the statement of work, Vendor shall develop the additional Module in accordance with the terms of such statement of work and this Agreement.

2. Ownership rights reserved

(a) No title or ownership of intellectual property rights to the licensed herein or by this Agreement is transferred to the City of Mobile. the City of Mobile shall not disassemble, reverse-compile, reverse-engineer, or otherwise translate the Services and System licensed hereunder except as may be allowed under applicable law.

(b) Vendor shall be the sole and exclusive owner of all work product produced or created in the discharge of its obligations under this Agreement. For purposes of this Agreement, "Work Product" shall mean information, documentation, developments and all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, software, compilations, writings, other creations, and the like, whether or not subject to copyright, or otherwise protectable by law, created, invented, or conceived for the use or benefit of the City of Mobile in connection with this Agreement

by Vendor, or by any other person or entity engaged by Vendor. Work Product shall include residuals and underlying works.

3. Term

(a) The period during which Vendor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and shall end on the third (3rd) anniversary of the Effective Date unless extended or earlier terminated pursuant to this Section 3.

(b) The City of Mobile shall have three (3) successive options to renew this Agreement for a period of three (3) years each (the "Option Term(s))". All of the terms, conditions and covenants of this Agreement shall apply during any Option Term except that the Fee(s) shall be adjusted as specified in this Agreement. Each Option Term shall begin on the day immediately following the previous Term.

(c) The City of Mobile may terminate this Agreement for any reason or no reason at all upon the yearly anniversary of this Agreement.

(d) If the City of Mobile should not appropriate or otherwise make available funds sufficient to annual hosting service fees for products set forth in this Agreement, City of Mobile may unilaterally terminate this Agreement only upon sixty (60) days written notice to Vendor. City of Mobile may terminate this Agreement for cause in the event Vendor does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from City of Mobile. Notwithstanding any other provisions of the Agreement, the City of Mobile shall have the absolute right to terminate this Agreement without cause upon giving sixty (60) days written notice to Vendor.

(e) Upon any termination of this Agreement, City of Mobile shall pay Vendor for all services and products delivered and expenses incurred prior to the date Vendor received City of Mobile's notice of termination including annual service fees. If the annual fee shall have been paid as of the termination date, the fee shall be pro-rated and any unearned portion refunded to City of Mobile.

4. Fees

(a) Vendor shall provide the System and Services on an annual fixed fee basis. The annual fixed fee for the System and Services shall be Forty-Five Thousand dollars ($45,000.00)

and no cents.

(b) Vendor's annual fixed fee for the System and Services shall be at least as low as Vendor's lowest charges to any similar client. The provisions of this subsection 4(b) shall only apply if the services and terms and conditions offered by Vendor to the third-party client or the City of Mobile are reasonably similar to the System and Services provided to the City of Mobile.

5. Confidentiality; Data

(a) Each party may have access to information that is confidential to the other party ("Confidential Information and Data"). For purposes of this Agreement, Confidential Information and Data shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential.

(b) The City of Mobile's Confidential Information and Data shall include, but not be limited to, all information and records provided to Vendor by the City of Mobile with the following exceptions: information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information and Data (the "Responding Party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information and Data. If the Responding Party is compelled as a matter of law to disclose the Confidential Information and Data, it may disclose to the party compelling the disclosure only that part of the Confidential Information and Data as is required by law to be disclosed.

(c) Vendor will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Vendor will

maintain a comprehensive information security program to protect Vendor Cloud Services and Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.

(d) All Confidential Information and Data shall be kept and maintained in accordance with industry standards in a safe and secure manner with adequate safeguards to ensure that unauthorized do not have or acquire access thereto.

(e) Vendor shall use industry best practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Vendor or the City of Mobile in connection with the provision or receipt of the Services, and shall not itself knowingly install any Disabling Device in resources utilized by Vendor, the City of Mobile, or any subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is any virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource were intended to be used. Vendor shall assist the City of Mobile in reducing the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if causing a loss of operating efficiency or data. Vendor will promptly, and not later than within 24 hours of discovery by Vendor, notify the City of Mobile of any loss, damage, or unauthorized access of Customer Data.

(f) City of Mobile Data backup. Within thirty (30) days following the first year anniversary of this agreement Vendor shall provide a complete full data backup file of the entire cloud hosted database containing City of Mobile data for archive purposes. This provision shall apply for each year thereafter that the agreement is in effect.

(g) City of Mobile Data storage. Vendor shall not transmit any City of Mobile Data to any entity or individual outside the United States.

6. Insurance

For the term of this Agreement, Vendor shall acquire and maintain in full force and effect Commercial General Liability Insurance coverage of at least $1,000,000.00. Such policy shall name the City of Mobile as an additional insured.

7. Representations; Warranties

(a) Vendor represents and warrants that Vendor is duly organized or formed, validly existing and in good standing under the laws of the State of Alabama. All necessary action has been taken to authorize the execution, delivery, and performance by the Vendor of this Agreement. The person(s) who have executed this Agreement on behalf of Vendor are duly authorized so to do.

(b) Vendor represents and warrants that all required licenses and permits, both governmental and private to deliver the System and Services are in full force and effect or shall be in full and force and effect upon the Execution Date.

(c) Vendor further represents and warrants that it will discharge all obligations under and comply with the required certifications and provisions set forth in Annex 1 to this agreement, which is incorporated herein by reference.

(d) INTENTIONALLY OMITTED.

(e) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, VENDOR DOES NOT REPRESENT THAT THE CITY OF MOBILE'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPED OR ERROR FREE, OR THAT THE SERVICE WILL MEET THE CITY OF MOBILE REQUIREMENTS OR THAT ALL ERRORS IN THE SYSTEM AND SERVICES CAN OR WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VENDOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS SUBVENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING THE CITY OF MOBILE DATA OR THE CITY OF MOBILE'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED THE CITY OF MOBILE DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN THIS SECTION 7 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10

ABOVE, THE SERVICE IS PROVIDED TO THE CITY OF MOBILE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. THE CITY OF MOBILE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CITY OF MOBILE'S PURPOSE.

8. Default; Termination

(a) Default. Vendor and the City of Mobile acknowledge and agree that each of the following shall constitute a default ("Default") under this Agreement:

i. A failure by Vendor as to any critical milestone or key deliverable to achieve such milestone or deliver to the City of Mobile such deliverable within the time frame agreed upon between the parties, provided such failure was not caused by the material action or inaction of the City of Mobile or a third party Vendor or consultant of the City of Mobile (not under the control of Vendor), and in no event shall such failure be subject to a cure period.

ii. A material breach by Vendor of any warranty set forth in this Agreement, and/or in any Statement of Work, provided that such breach, if curable, is not cured within sixty (60) calendar days following receipt of written notice of such breach.

iii. A failure by Vendor, with respect to any other material obligation under this Agreement, and/or Statement of Work, to perform such obligation in accordance with this Agreement, provided that such failure is not cured within sixty (60) calendar days following receipt of written notice of such failure.

iv. A failure by the City of Mobile to timely pay an undisputed amount owed to Vendor, provided that such failure is not cured within sixty (60) calendar days following receipt of written notice of such failure.

v. The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a Party under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof.

(b) Termination. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party in the event of a breach of any material obligation under this

Agreement, provided that the alleged breach is not cured during the sixty (60) day notice period. Upon termination or expiration of this Agreement, the City of Mobile shall have no rights to continue use of the System and Services.

The City of Mobile may cancel this Agreement, to be effective at the end of the then current Term, by providing Vendor with at least sixty (60) days' prior written notice to Vendor.

(c) Handling of the City of Mobile Data in the Event of Termination.

Upon termination of this Agreement, unless otherwise agreed-upon by the parties in writing, Vendor shall remove or overwrite all applicable City of Mobile Confidential Information and Data from Vendor's systems following the effective date of termination in accordance with Vendor's standard procedures. Prior to any such deletion or destruction, however, Vendor shall either (1) grant the City of Mobile reasonable access to the Service for the sole purpose of the City of Mobile retrieving the City of Mobile Data or (2) transfer all the City of Mobile Data to other media for delivery to the City of Mobile. The City of Mobile agrees that Vendor shall not be liable to the City of Mobile or to any third party for any termination of the City of Mobile access to the Service or deletion of the City of Mobile Data, provided that Vendor is in compliance with the terms of this Section. Notwithstanding the foregoing, nothing shall preclude Vendor from maintaining one copy of the City of Mobile Data if required by law.

9. Liability; Limitations

(a) No Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SYSTEM AND SERVICES, THE USE OF THE SYSTEM AND SERVICES OR THE INABILITY TO USE THE SYSTEM AND SERVICES), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Direct Damage Limitations. IN NO EVENT WILL VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION or, LOSS OF REVENUE, Indemnification

(a) Indemnification.

i. Vendor shall hold harmless and indemnify the City, its elected officials, employees, and agents from and against any and all liability, claims, demands, losses, penalties, fines, costs, expenses, and reasonable attorney's fees arising out of work performed by Contractor under this Agreement that is the result of any negligent act, error, or omission of Contractor, its agents and employees.

ii. Vendor will indemnify, defend and hold harmless the City of Mobile for losses the City of Mobile incurs as a direct result of any unaffiliated third party claim based on any claim that the System and Services infringe any U.S. copyright, trademark or trade secret, except to the extent resulting from: (i) the City of Mobile's modification of the System and Services or combination by the City of Mobile of the System and Services with other products or services if the System and Services would not have been infringing but for such combination or modification; (ii) the City of Mobile's use of the System and Services in a manner not authorized herein or for which it was not designed; (iii) the City of Mobile's failure to use an updated non-infringing version of the applicable intellectual property to the extent the City of Mobile was notified that the update cured an infringement; (iv) changes to the System and Services made by Vendor at the direction of the City of Mobile; or (v) the City of Mobile Data. If any item for which Vendor has an indemnification obligation under this Section becomes, or in Vendor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Vendor will, in addition to indemnifying Customer as provided in this Section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Vendor using commercially reasonable efforts, and only in such event, Vendor will remove the item from the Service and the

applicable Service fee will be equitably adjusted to reflect such removal. This Section 13.2 states the City of Mobile's sole and exclusive remedy for Vendor's infringement or misappropriation of intellectual property of a third party.

11. Miscellaneous

(a) This Agreement is subject to the applicable Microsoft Licensing and Product Terms.

(b) Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, (d) by email whose receipt is acknowledged by an officer of the receiving Party. If to Vendor, a notice shall be forwarded to Anna N. Moon, at anna@fourmoonstech.com, and if to the City of Mobile, a notice shall be forwarded to the City of Mobile at the address designated therefor by the City of Mobile. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt of machine confirmation of successful transmission by facsimile or email as described herein.

(c) All sections of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement, shall survive any such termination or expiration.

(d) Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment in violation of this section shall be void.

(e) Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

(f) If any one or more of the provisions contained in this Contract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein and all remaining provisions shall continue in full force and effect.

(g) It is expressly agreed and stipulated by both Parties that this Contract shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.

(h) Vendor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Vendor'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 with 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 there from.

(i) Vendor is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(j) Vendor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Section 14-10, Mobile City Code, 1991, which requires inter-alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

(k) This Agreement, together with annexes hereto, represents the parties' entire understanding relating to the use of the Service and supersedes any prior or contemporaneous, conflicting, or additional, communications.

(l) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

(m) No joint venture, partnership, employment, or agency relationship exists between Vendor and Customer as a result of this Agreement or use of the Service.

(n) The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision by such party unless acknowledged and agreed to by the waiving party in writing.

(o) Any rights not expressly granted herein are reserved by Vendor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the day and year first above written.

City of Mobile, Alabama

By: _____

As its: _____

Date: _____, 2022

City Clerk: _____

Printed Name: _____

Date: _____, 2022

Four Moons LLC

By: _____

Alvin L. Moon
As its: President

Date: August 16, 2022

ANNEX 1: SERVICE LEVELS

Incident Severity	Basic Description of Incident Severity	Target Response Times	Roles and Responsibilities for Incident Solving
Priority 1 incident	System and Services. Critical impact to business operations. 24-hour Customer and Support commitment to solve the incident. No workaround available.	Incident must be reported via telephone. Support personnel take immediate action to resolve incident. Maximum target time for first response is 15 minutes. In the first response the reporting intervals to customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support personnel will work on incident full time 24h/7d, stopping all other activities for required personnel Customer supplies own personnel to be present and reachable 24h/7d, stopping all other activities for required personnel
Priority 2 incident	System and Services operation severely impaired. Significant impact to business operations. Full-time Supplier commitment to solve the incident during local business hours. No workaround available.	Incident must be reported via telephone. Maximum target time for first response is 60 minutes. In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support personnel will work fulltime on incident during Customer local business hours Customer personnel present and reachable during local business hours
Priority 3 incident	System and Services function impaired but operational. Visible effect during local Customer business hours. Workaround may be available.	Incident can be reported via telephone or email. Maximum target time for first response by telephone: 2 hours, for email 12 hours In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Support works on incident solution during local business hours Customer works during local business hours
Priority 4 incident	Cosmetic impairment or request for enhanced feature. No immediate resolution required. Request for general information.	Maximum target time for first response is 12 hours. In the first response the reporting intervals to Customer will be agreed upon together with the schedule of how the solving of the incident shall be performed.	Solution provided for cosmetic or other incidents possibly in future versions, depending on the roadmaps for the product.

FOUR MOONS LLC
SaaS Solutions

Four Moons LLC
26248 Equity Drive
Daphne, Alabama 36526
support@fourmoonstech.com

Project: Professional Services - City of Mobile Office of Supplier Diversity
Invoice Number: City of Mobile - 2022-2023
Date: August 19, 2022

To: City of Mobile Office of Supplier Diversity
ATTN: Archnique Kidd | Supplier Diversity Manager
205 Government Street
5th floor, office 519,
Mobile, Alabama 36602

Services to be rendered pursuant to professional services agreement for the initial 12 month period commencing upon execution of the agreement.	
TOTAL	$45,000.00

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

Four Moons LLC

Doing Business As (DBA) Name

Company ID

1866914

Enrollment Date

Aug 11, 2022

Employer Identification Number (EIN)

850993747

Unique Entity Identifier (UEI)

DUNS Number

118681883

Total Number of Employees

1 to 4

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

8138 Cohn
New Orleans, LA 70118

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 122791
LAST 4 FEIN/SSN: 3747
OWNERSHIP: LLC
STATE ID:
ZONING CERT: N/A

LEGAL BUSINESS NAME: FOUR MOONS LLC
PHYSICAL ADDRESS: 8138 COHN ST LA 70118
MAILING ADDRESS: 8138 COHN STREET NEW ORLEANS, LA 70118
BUSINESS PHONE: 251-767-4301
CELL PHONE:
BUSINESS FAX:
START DATE: 04/01/2021
JURISDICTION: OOT
TAX CODES:
TERRITORY: T01
ACCOUNT TYPE: L

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
FOUR MOONS LLC	LLC	8138 COHN STREET	NEW ORLEANS	LA	70118

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
541511	COMPUTER PROGRAM/SOFTWARE SVCS	2022

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANNA MOON
ID: LADL012854983

DATE: 8/18/2022

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 122791 **LAST 4 FEIN/SSN:** 3747

OWNERSHIP: LLC **STATE ID:**

ZONING CERT: N/A **EMPLOYEE ID:** 910519777EB

LEGAL BUSINESS NAME: FOUR MOONS LLC

PHYSICAL ADDRESS: 8138 COHN ST LA 70118

MAILING ADDRESS: 8138 COHN STREET NEW ORLEANS, LA 70118

BUSINESS PHONE: 251-767-4301 **CELL PHONE:**

BUSINESS FAX: **START DATE:** 04/01/2021

JURISDICTION: OOT **TAX CODES:**

TERRITORY: T01 **ACCOUNT TYPE:** L

EMAIL: ANNA@FOURMONNSTECH.COM **#VENDING:** **VEND OWN:**

OWNER INFORMATION

NAME	ROLE	ADDRESS	DL #	SSN	PHONE	DOB
FOUR MOONS LLC	LLC	8138 COHN STREET NEW ORLEANS, LA 70118			251-767-4301	

LICENSE INFORMATION

CODE TITLE	YEAR		AMT DUE	AMT PAID
541511 COMPUTER PROG/SOFTWARE SVC CITY	2022	SUB TOTAL:	$603.81	$0.00
		ISSUE FEE:	$20.00	$0.00
		ZONING FEE:	$0.00	$0.00
		GRAND TOTAL:	$623.81	$0.00

OUTSTANDING BALANCE DUE: $623.81

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANNA MOON **ID:** LADL012854983

DATE: 8/18/2022

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED FOUR MOONS LLC 8138 COHN ST NEW ORLEANS, LA 70118	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		UDC-5220880-CGL-22	08/11/2022	08/11/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

city of mobile
205 government st
mobile al 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Paul O. Prine

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute an agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants worked by the Mobile Police Department as outlined in the agreement.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/6/2022
Agreement for CTSP Participation	Backup Material	9/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	9/7/2022 - 12:30 PM
Legal	Kern, Chris	Approved	9/8/2022 - 11:02 AM
Legal	Kern, Chris	Approved	9/8/2022 - 11:04 AM
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:08 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept grant funds, if offered, and to sign any agreements or other documents in connection with the Community Traffic Safety Program and to provide any information required by the Southwest Alabama Regional Highway Safety Office. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2022 – September 15, 2023
(NOT the same as a grant's authorized spending period during this Contract Period)

Grants covered under the Community Traffic Safety Program (CTSP) are as follows:

Selective Traffic Enforcement Program
Hot Spot Impaired Driving Enforcement Program & (Drug Recognition Enforcement/DRE Officer)
Click It or Ticket Memorial Day Enforcement Program, ***May 22, 2023 – June 4, 2023***
Drive Sober or Get Pulled Over Labor Day Enforcement Program, ***August 18, 2023 – September 4, 2023***

This agreement is entered into by the Mobile County Commission which houses the Southwest Alabama Regional Highway Safety Office, hereinafter referred to as "SWARHSO", and the governing entity of the law enforcement department of the following:

Mobile Police Department, hereinafter referred to as "AGENCY", for official participation in the Southwest Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SWAHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2022 through September 15, 2023; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through the Alabama Department of Economic Community Affairs (ADECA) and Mobile County Commission's SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWHSO.**

Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

NO AGENCY will be approved to receive overtime enforcement funding without having entered into this contract with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this

contract, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotpot locations, as applicable.

During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; **(1.)** contract with SWARHSO, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy of every citation and warning citation claimed on the grant, **(6.)** time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, **(7.)** City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.

Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2023 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed. It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWRHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc) to the Agency of such termination.

Signatures required:

Signature of GOVERNING ENTITY'S **Authorizing Official**
(Mayor/Comm. Chair authorized to enter Agreement)

William S. Stimpson DATE
Printed Name of Authorizing Official and Title

Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)

DATE 9/6/22
Printed Name of Chief LE Official and Title

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kimball International for workspace furniture for MPD Cyber/Gulf Coast Technology Center.
General fund.

Amount of Contract:

$44,774.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220906 Kimball Agenda Package POs	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13530	2022	(1545) POLICE CYBER DIVISION	FURNITURE FOR MPD CYBER GULF COAST TECHNOLOGY CENTER (AL STATE CONTRACT)	$44,774.50	(282081) KIMBALL INTERNATIONAL

Adopted:

_____
City Clerk

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA-220000002897.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.			
001	Waveworks, 36Wx38H Bookcase, Open Set, On Laminate PB Curtis' Office	1.00 EACH	340.00000	340.00
	Additional Description Notes			
	Ordered by OEC 104 East I-65 Service Road North Mobile, AL 36607 Nancy Bramlett Vendor Item No.: WW36388COL			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			340.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor
KIMBALL INTERNATIONAL MARKETING INC
1600 ROYAL STREET

JASPER, IN 47549

Tel#800-482-1616
Fax 812-634-4770

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	WW2436LFF2LL WAVEWORKS, 24DX36W, LATERAL FILE, TWO DRAWER, TFL VPB 6PL KS1B STD PB PB PB	1.00 EACH	729.00000	729.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			729.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	WW2460RLEFLL2 WAVEWORKS, 24DX60W, RETURN, LEFT, FILE/FILE, TFL VPB 6PL G1C KS1B STD PB PB PB	1.00 EACH	691.50000	691.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			691.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	WW3672DRFLL1. WAVEWORKS, 36DX72W, DESK,RIGHT,BBF,TFL VPB 6PL G1L KS1B STD PB PB PB	1.00 EACH	1030.50000	1030.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1030.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	NAC 1922CD ACCESSORIES, PLASTIC	1.00	46.50000	46.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	CENTER DRAWER	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			46.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	NAC0236SUR, ACCESSORIES, 36W, UNDERSURFACE SUPPORT RAIL, BLACK	8.00 EACH	103.50000	828.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			828.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
007	WW3018SOEML WAVEWORKS,30WX18H, OVERGEAD, OPEN, WALL MOUNT, LAMINATE	8.00 EACH	408.50000	3268.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			3268.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
008	WW3028STL, WAVEWORKS, 30DX28H, T SUPPORT PANEL, LAMINATE PB	8.00 EACH	238.00000	1904.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1904.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	NAC0328SFSQB, SUPPORT BASE, 30X28H, SQUARE X 462	16.00 EACH	98.50000	1576.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1576.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
010	WW1572TSLL WAVEWORKS, 150X72W, RECEPTION COUNTER KIT, TFL VPB STD	1.00 EACH	303.00000	303.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	PB			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			303.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
011	WW3618SOHML. WAVEWORKS, 36WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS1B PB PB	1.00 EACH	434.50000	434.50
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			434.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
012	WW4818SOHML, WAVEWORKS, 48WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS2B PB PB	7.00 EACH	494.50000	3461.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			3461.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
013	WW2442BEFLL, WAVEWORKS, 24DX42W, BRIDGE, TFL VPB G1C STD PB PB	2.00 EACH	259.00000	518.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			518.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
014	WW2315PUBBFL, WAVEWORKS, 23DX15W, PEDESTAL, BOX/BOX/FILE, UNDERSURFACE, LAM 6PL X KS1B PB PB	1.00 EACH	473.00000	473.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			473.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
015	WW233029PU10L, WAVEWORKS,	5.00	1020.50000	5102.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	23DZ30WX29H, PEDESTAL, RIGHT, MULTIFILE BB/F/LF, LAM 6PL X KS2B PB PB	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			5102.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
016	WW233029PU11L, WWAVEWORKS, 23DX30WX29H, PEDASTAL, LEFT, MULTIFILE BB/F/LF, LAM 6PL X KS2B PB PB	3.00 EACH	1020.50000	3061.50
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			3061.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
017	WW2460RSTFLLL, WAVEWORKS, 24DX60W, RECEPTION RETURN, LEFT, TFL VPB G1C STD PB PB	1.00 EACH	725.50000	725.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			725.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
018	WW2572DSTF3LL, WAVEWORKS, 25DX72W,	1.00	1163.50000	1163.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	RECEPTION DESK, SHELL, ACCENT, TFL VPB G1LR STD PB PB PB	EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1163.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
019	WW2466CRFFLL2, WAVEWORKS, 24DX66W, CREDENZA, RIGHT PED, FILE/FILE, TFL VPB 6PL G1L KS1B STD PB PB PB	1.00 EACH	864.00000	864.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			864.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
020	WW2466CLFLL2, WAVEWORKS, 24DX66W, CREDENZA, LEFT PED, FILE/FILE, TFL VPB 6PL G1R KS1B STD PB PB PB	1.00 EACH	864.00000	864.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			864.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
021	WW3066DLFLL1, WAVEWORKS, 30DX66W, DESK, LEFT, BBF, TFL VPB 6PL G1R KS1B STD PB PB PB	1.00 EACH	987.50000	987.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			987.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
022	WW3066DRFLL1, WAVEWORKS, 30DX66W, DESK, RIGHT, BBF, TFL VPB 6PL G1L KS1B STD PB PB PB	1.00 EACH	987.50000	987.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			987.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
023	WW2488WSSDLL, WAVEWORKS, 24DX48W,	8.00	169.00000	1352.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	SURFACE, RECTANGULAR, TFL F VPB G1C X X X STD PB	EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1352.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
024	WW3066WSSDLL, WAVEWORKS, 30DX66W, SURFACE, RECTANGULAR, TFL M VPB G1LR X X X STD PB	8.00 EACH	269.00000	2152.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			2152.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 16

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
025	NAC76719TBRA, ACCESSORIES, 76 1/8WX19 1/2 H,TACKBOARD, RAILROAD B 25406	8.00 EACH	356.50000	2852.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			2852.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
026	NAC1922CD, ACCESSORIES, PLASTIC CENTER DRAWER	11.00 EACH	46.50000	511.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			511.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
027	NAC31TLL, ACCESSORIES, 31W LED TASK LIGHT, LINEAR, SINGLES/STARTER UNIT	2.00 EACH	249.00000	498.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			498.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
028	NAC31TLLA, ACCESSORIES, 31W LED	6.00	241.00000	1446.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	TASK LIGHT, ADD ON	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1446.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
029	NAC17TLLA, ACCESSORIES, 17W LED	8.00	167.50000	1340.00
	TASK LIGHT, ADD ON	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1340.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 19

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
030	NAC1922CD, ACCESSORIES, PLASTIC CENTER DRAWER	1.00 EACH	46.50000	46.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			46.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
031	WW3672DLFLL1, WAVEWORKS, 36DX72W, DESK, LEFT, BBF, TFL VSM 6PL G11PLR KS1S STD SM SM SM	1.00 EACH	1033.00000	1033.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1033.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
032	WW2448BEFLL, WAVEWORKS, 24DX48W, BRIDGE, TFL VSM G11PLC STD SM SM	1.00 EACH	287.00000	287.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			287.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
033	WW2472CRFLL2, WAVEWORKS, 24DX72W, CREDENZA, RIGHT, PED, FILE/FILE,	1.00 EACH	906.50000	906.50

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 21

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	TFL VSM 6PL G11PLL KS1S STD SM SM SM			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			906.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
034	WW2460CRFLL2, WAVEWORKS, 24DX60W, CREDENZA, RIGHT, PED, FILE/FILE, TFL VSM 6PL G1L KS1S STD SM SM SM	1.00 EACH	848.50000	848.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			848.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 22

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
035	WW2436LFF2LL, WAVEWORKS, 24DX36W, LATERAL, FILE, TWO DRAWER, TFL VSM 6PL KS1S STD SM SM SM	1.00 EACH	729.00000	729.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			729.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
036	WW42RDL, WAVEWORKS, 42DIA, CONFERENCE TOP, ROUND, HPL VSM X STD SM	1.00 EACH	674.00000	674.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			674.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 23

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
037	CBV3428P4BP, CONFERENCE, 34WX28H, BASE, 4 PRONG X 462 462	1.00 EACH	288.00000	288.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			288.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
038	NCCB001, CASEGOODS, LOCK CORE WITH KEY, BLACK, NO 001	32.00 EACH	11.00000	352.00

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 24

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			352.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

039	NCCB001S, CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 001	4.00 EACH	22.00000	88.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			88.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 25

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
040	NCCBMK, CASEGOODS, LOCK CORE, STYLE B, MASTER KEY	1.00 EACH	11.00000	11.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			11.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 44774.50

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0499 .OPERSUPPLS. .	44774.50	209348.56

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	44774.50	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Bill To	Requisition 00013530-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 26

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	GULF COAST TECHNOLOGY CENTER
1600 ROYAL STREET	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
JASPER, IN 47549	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#800-482-1616	
Fax 812-634-4770	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	282081				POLICE CYBER DIVISION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	08/05/22	RODNEY GREELEY	R.G.		
	Approved	08/05/22	PHILIP MCCRARY	Auto approved by: 910510512		
	Approved	08/05/22	WILLIAM JACKSON	Auto approved by: 910510512		
	Approved	08/05/22	PAUL PRINE	Auto approved by: 910510512		
	Approved	08/05/22	WILLIAM REED	Auto approved by: 910510512		
	Approved	08/08/22	BRENDA RHODES			
	Approved	08/08/22	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	08/08/22	RELYA MALLORY	Auto approved by: 910511034		
	Approved	09/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola		
	Approved	09/06/22	DONALD ROSE	Auto approved by: 9105fola		
	Approved	09/06/22	SANDRA LEWIS	Auto approved by: 9105fola		
	Approved	09/06/22	JOHN PAINE	Auto approved by: 9105fola		
	Approved	09/06/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Kimball Furniture MA Amendment #1

Type
Master Agreement

Supplier
Kimball International Brands, Inc.

Contract Code
MA220000002897-1

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
National	Kimball	KIIGOV@KimballInternational.com	8004821600

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/30/2022

End Date
2/28/2027

Documents

Items

Item Name	Product Code	UOM

Item Name	Product Code		UOM
Desks: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 2- Desks	0.00	Each
Tables: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 3- Tables	0.00	Each
Seating: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 1- Seating	0.00	Each
Healthcare: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 6- Healthcare	0.00	Each
Educational: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 5- Educational	0.00	Each
Modular/Systems: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 7- Modular/Systems	0.00	Each
Bookcases/Storage: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 4- Bookcases/Storage	0.00	Each
Metal File Cabinets: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 8- Metal File Cabinets	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to TPM Inc for annual subscription renewals and upgrades for Bluebeam collaborative plan-review software.
General fund.

Amount of Contract:

$21,858.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220906 TPM Agenda Package POs	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10588	2022	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWALS AND UPGRADES FOR BLUEBEAM COLLABORATIVE PLAN-REVIEW SOFTWARE (SEALED BID 5717)	$21,858.00	(297982) TPM INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THIS IS FOR A RENEWAL AND UPGRADE OF EXISTING LICENSES UNDER TYLER.			
	PER BID #5717 AND YOUR QUOTE.			
001	Bluebeam Renewal Studio Prime Level 1 (up to 100 users), Annual Subscription, Cloud SRL#1509496	1.00 EACH	2050.00000	2050.00
	1 2000.80.00.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			2050.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Bluebeam Revu Standard Renewal Maintenance (1-49 devices), Annual Subscription SRL#9844225	4.00 EACH	89.00000	356.00

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			356.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

003	Bluebeam Revu Renewal Enterprise Licensing, Annual Subscription	4.00 EACH	9.00000	36.00
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			36.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
004	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription SRL1722464	1.00 EACH	130.00000	130.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			130.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1590222	5.00 EACH	130.00000	650.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			650.00

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Bluebeam Revu eXtreme Upgrade, Perpetual License SRL#1330701	27.00 EACH	350.00000	9450.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			9450.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
007	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1330701	27.00 EACH	130.00000	3510.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			3510.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Bluebeam Revu eXtreme Upgrade, Perpetual License SRL#1486596	3.00 EACH	350.00000	1050.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			1050.00

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1486596	3.00 EACH	130.00000	390.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			390.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT			

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
010	Bluebeam Revu eXtreme Upgrade, Perpetual License SRL#1488757	1.00 EACH	350.00000	350.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			350.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1488757	1.00 EACH	130.00000	130.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			130.00

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	Bluebeam Revu eXtreme Upgrade, Perpetual License SRL#1354343	7.00 EACH	350.00000	2450.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			2450.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
013	Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices), Annual Subscription(13 Month Proration) SRL#1354343	7.00 EACH	130.00000	910.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			910.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	Bluebeam Revu New Enterprise Licensing, Annual Subscription(13 Month Proration)	44.00 EACH	9.00000	396.00
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0392 .PROFTECHNC. .			396.00

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 21858.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0392 .PROFTECHNC. .	21858.00	41513.73

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	21858.00	767230.40

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/01/22	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	06/02/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/02/22	SCOTT KEARNEY	

Bill To	Requisition 00010588-00 FY 2022
ACCOUNTS PAYABLE	PO 22013618
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
TPM INC	MIT
P O BOX 6705	651 CHURCH STREET
	MOBILE, AL 36602
GREENVILLE, SC 29606	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#864-679-3039	Delivery Reference
Fax 874-271-5004	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	297982	06/03/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/02/22	MARK PEARSON		Auto approved by: 91057606	
	Approved	06/02/22	SCOTT KEARNEY			
	Approved	09/01/22	MARK PEARSON		Auto approved by: 91057606	
	Approved	09/01/22	SCOTT KEARNEY			
	Approved	09/01/22	MARK PEARSON		Auto approved by: 91057606	
	Approved	09/01/22	SCOTT KEARNEY			
	Approved	06/03/22	BRENDA RHODES		Auto approved by: 910514227	
	Approved	06/03/22	TIFFANY HOLLINS			
	Approved	06/03/22	RELYA MALLORY		Auto approved by: 910514227	
	Approved	09/01/22	BRENDA RHODES			
	Approved	09/01/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	09/01/22	RELYA MALLORY		Auto approved by: 910511034	
	Unknown	06/23/22	SANDRA LEWIS			
	Approved	09/01/22	DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	09/01/22	DONALD ROSE		Approved by: 9105fola	
	Approved	09/01/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	09/01/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	09/01/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5717
COMPUTER SOFTWARE

APPLIED SOFTWARE	N/R
CADD MICROSYSTEMS	$22,934.50
CDW GOVERNMENT	N/R
ECAD, INC	N/R
TOPCON SOLUTIONS STORE	$25,467.63
TPM INC	$21,858.00
US CAD	N/R

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/08/2022	5717	MIT	651 CHURCH STREET

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Wednesday, August 17, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	COMPUTER SOFTWARE					
	The City of Mobile requests bids for **Bluebeam Renewal and Consolidation software** products and upgrades as listed below.					
	No substitutions will be accepted.					
	List your price for each item. Additional items may be purchased during the year.					
Qty	**Item 1:**					
1	Renewal + Consolidate: Bluebeam Studio Prime Serial number: 1509496 Bluebeam Renewal Studio Prime Level 1 (up to 100 users) Annual Subscription, Cloud Price $_____					
4	**Item 2:** Bluebeam Revu 20 Standard Serial Number: 9844225 Bluebeam Revu Standard Renewal Maintenance (1-49 devices) Annual Subscription Price $_____					
4	**Item 3:** Bluebeam Revu Renewal Enterprise Licensing, Annual Subscription Price $_____					
1	**Item 4:** Bluebeam Revu 20 eXtreme Serial Number: 1722464 Bluebeam Revu eXtreme Renewal Maintence (1-49 devices) Annual Subscription Price $_____					
	Page 1 of 4		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 4					
5	**Item 5:** Bluebeam Revue 18 eXtreme Serial Number: 1590222 Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription (13-Month Proration) Price $_____						
27	**Item 6:** Upgrade + Consolidate Bluebeam Revu 17 eXtreme Serial Number: 1330701 Bluebeam Revue eXtreme Upgrade, Perpetual License Price $_____						
27	**Item 7:** Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription (13-Month Proration) Price $_____						
3	**Item 8:** Bluebeam Revue 18 eXtreme Serial Number: 1486596 Bluebeam Revue eXtreme Upgrade, Perpetual License Price $_____						
3	**Item 9**: Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription (13-Month Proration) Price $_____						
1	**Item 10**: Bluebeam Revu 18 eXtreme Serial Number: 1488757 Bluebeam Revu eXtreme, Perpetual License Price $_____						
1	**Item 11:** Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription (13-Month Proration) Price $_____						
7	**Item 12:** Bluebeam Revu 17 eXtreme Serial Number: 1354343 Bluebeam Revue eXtreme Upgrade, Perpetual License Price $_____						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4						
7	**Item 13:** Bluebeam Revu eXtreme Renewal Maintenance (1-49 devices) Annual Subscription (13-month proration) Price $_____						
44	**Item 14:** Adding Enterprise License Management: Bluebeam Renew New Enterprice Licensing Annual Subscription (13-month proration) Price $_____						
	TOTAL (1 of each item) $_____						
	This bid will be awarded on an **All or None** basis.						
	Price must be held firm for a period of one (1) year. **At the option of the successful bidder and the City of Mobile, the prices may be extended for up to two (2) additional one (1) year periods.**						
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**						
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.						
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For further information contact: purchasing@cityofmobile.org.

If using express delivery (i.e. FedEx, UPS, DHL, etc), request FIRST DELIVERY.

Your bid must be received and stamped by the City of Mobile Purchasing office not later than 12:00 Noon, Wednesday, August 17, 2022. **Email submissions are NOT acceptable.**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Ozark Materials LLC for thermoplastic roadway marking materials for Traffic Engineering.
General fund.

Amount of Contract:

$17,133.22

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220908 Ozark Agenda Package POs	Cover Memo	9/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10246	2022	(2060) TRAFFIC ENGINEERING	THERMOPLASTIC ROADWAY MARKING MATERIALS FOR TRAFFIC ENGINEERING (SEALED BID 5720)	$17,133.22	(295499) OZARK MATERIALS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
OZARK MATERIALS, LLC	TRAFFIC ENGINEERING
591 GLENDALE AVE	852 GAYLE STREET
	MOBILE, AL 36604
GREENVILLE, AL 36037	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#334-371-2308	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5720			
001	MARKING THERMOPLASTIC, WHITE, CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS. AS PER MY BID 5720 AND YOUR QUOTE.	4.00 TON	1490.41000	5961.64
	Additional Description Notes			
	FORTY (40)- 50 LB BAGS TO A PALLET FOR EACH TON			
	Vendor Item			
	Inventory Item/Loc 7746			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			5961.64
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	ALEXONDRIA NIXON			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	MARKING THERMOPLASTIC, YELLOW CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS. AS PER MY BID 5720 AND YOUR QUOTE. Additional Description Notes --- FORTY (40)- 50 LB BAGS TO A PALLET FOR EACH TON Vendor Item Inventory Item/Loc 7747	2.00 TON	1333.29000	2666.58
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2666.58
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MARKING, THERMOPLASTIC, PREFORM 5" X 3" BLUE, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 20/PACK. AS PER MY	10.00 PACK	92.70000	927.00

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
OZARK MATERIALS, LLC	TRAFFIC ENGINEERING
591 GLENDALE AVE	852 GAYLE STREET
	MOBILE, AL 36604
GREENVILLE, AL 36037	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#334-371-2308	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18262			
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			927.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MARKING, THERMOPLASTIC, PREFORM 5" X 3" RED, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 20/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18263	10.00 PACKAGE	92.70000	927.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			927.00

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
OZARK MATERIALS, LLC	TRAFFIC ENGINEERING
591 GLENDALE AVE	852 GAYLE STREET
	MOBILE, AL 36604
GREENVILLE, AL 36037	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#334-371-2308	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	MARKING, THERMOPLASTIC, PREFORM 40" X 40" WHITE ON BLUE HANDICAP SYMBOL, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 2/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18264	10.00 PACKAGE	157.50000	1575.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1575.00

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MARKING, THERMOPLASTIC, PREFORM 9'10" X 3'3" STRAIGHT ARROW STANDARD WHITE, 125 MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 2/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18265	10.00 PACKAGE	166.05000	1660.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1660.50

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
OZARK MATERIALS, LLC 591 GLENDALE AVE GREENVILLE, AL 36037 Tel#334-371-2308	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	MARKING, THERMOPLASTIC, PREFORM 20' X 8', RAILROAD MARKING RXR, INCLUDES 20' X AND 2-6'6" R, WHITE, 125MIL, AS PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC 1/PACK. AS PER MY BID 5720 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18266	10.00 PACKAGE	341.55000	3415.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			3415.50

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
OZARK MATERIALS, LLC	TRAFFIC ENGINEERING
591 GLENDALE AVE	852 GAYLE STREET
	MOBILE, AL 36604
GREENVILLE, AL 36037	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#334-371-2308	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 17133.22

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	17133.22	6066.20
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/02/22	SANDRA LEWIS	GL Allocation, GL Allocation,
Rejected	07/22/22	SANDRA LEWIS	need functionable specs
Approved	09/07/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	09/07/22	DONALD ROSE	Auto approved by: 910518227
Approved	09/07/22	SANDRA LEWIS	
Approved	09/07/22	JOHN PAINE	Auto approved by: 910518227
Approved	09/07/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00010246-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
OZARK MATERIALS, LLC	TRAFFIC ENGINEERING
591 GLENDALE AVE	852 GAYLE STREET
	MOBILE, AL 36604
GREENVILLE, AL 36037	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#334-371-2308	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/22	295499				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5720

THERMOPLASTIC MARKING MATERIALS

VENDORS		OZARK MATERIALS LLC	CROWN USA, INCORPORTATED	ENNIS-FLINT, INC	SWARCO INDUSTRIES LLC	TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC
Line	Items					
1	MARKING THERMOPLASTIC WHITE CLASS 2, 50LB BAGS	$ 1,490.41	$ 1,730.00	$ 1,850.00	$ 1,950.00	$ 2,155.00
2	MARKING THERMOPLASTIC YELLOW, CLASS 2, 50LB BAGS	$ 1,333.29	$ 1,680.00	$ 1,800.00	$ 1,950.00	$ 2,110.00
3	MARKING COMPOUND, THERMOPLASTIC PREFORM 5"X3' BLUE, 125 MIL 20/PACK	$ 92.70	$ 50.66	$ 85.73	$ 85.00	$ 81.85
4	MARKING COMPOUND THERMOPLASTIC 5"X3' RED 125 MIL 20/PACK	$ 92.70	$ 91.16	$ 85.73	$ 85.00	$ 88.40
5	MARKING COMPOUND, THERMOPLASTIC PREFORM 40" X 40" WHITE ON BLUE HANDICAP SYMBOL 125 MIL 2/PACK	$ 157.50	$ 108.84	$ 217.65	$ 159.77	$ 163.70
6	MARKING COMPOUND, THERMOPLASTIC PREFORM 9'10" X 3'3" STRAIGHT ARROW STANDARD WHITE, 125MIL 2/PACK	$ 166.05	$ 111.09	$ 151.88	$ 154.43	$ 190.45
7	MARKING COMPOUND THERMOPLASTIC PREFORM 20' X 8' RAILROAD MARKING R X R INCLUDES 20' X AND 2 - 6'6" R WHITE 125 MIL 1/PACK	$ 341.55	$ 182.70	$ 241.38	$ 270.60	$ 304.50
	TOTAL	$ 3,674.20	$ 3,954.45	$ 4,432.37	$ 4,654.80	$ 5,093.90

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/16/2022	5720	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 P.M., Friday, September 02, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	THERMOPLASTIC MARKING MATERIAL					
Appx 1-5 Tons	MARKING THERMOPLASTIC, WHITE, CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS Make_____ Per Ton_____					
Appx 1-5 Tons	MARKING THERMOPLASTIC, YELLOW CLASS 2, AS PER STATE OF ALABAMA SPECIFICATIONS, IN 50 LB. BAGS Make_____ Per Ton_____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 5" X 3', BLUE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 20/PACK Make_____ Per Pack_____					
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 5" X 3', RED, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 20/PACK Make_____ Per Pack_____					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3						
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 40" X 40", WHITE ON BLUE HANDICAP SYMBOL, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 2/PACK Make_____Per Pack_____						
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 9'10" X 3'3", STRAIGHT ARROW STANDARD WHITE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 2/PACK Make_____Per Pack_____						
Appx 1-20 Packs	MARKING COMPOUND, THERMOPLASTIC PREFORM, 20' X 8', RAILROAD MARKING R X R, INCLUDES 20' X AND 2-6'6" R, WHITE, 125 MIL, PER STATE OF ALABAMA SPECIFICATION FOR THERMOPLASTIC, 1/PACK Make_____Per Pack_____						
	Vendor may be asked to provide sample of product after the closing of the bid. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Quote delivered pricing FOB Destination.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business license of Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE
SPECIFICATIONS FOR THERMOPLASTIC MARKING MATERIAL
August 2022

I. General.

These specifications are intended to describe the minimum requirements for thermoplastic marking material, Class 2 and Preformed, as described below.

II. Class 2 Thermoplastic.

Thermoplastic shall be alkyd based materials. Manufacturers of Class 2 Thermoplastic shall participate in ALDOT-420, "Acceptance Program for Traffic Marking Materials" or equivalent state DOT material acceptance program.

Reflective glass beads shall be mixed into the thermoplastic as a part of the manufacturing process. The intermixed glass beads shall be either 50 % Type 1 and 50 % Type 3 beads or 50% Type 1, 37.5 % Type 3, and 12.5 % 3M "Reflective Elements". The pigment, glass beads and filler shall be well dispersed in the resin. The composition of Class 2 thermoplastic material shall be in accordance with the following.

COMPOSITION OF CLASS 2 THERMOPLASTIC (% BY WEIGHT)				
COMPOSITION	VALUE FOR WHITE	VALUE FOR YELLOW (Lead Free)	VALUE FOR YELLOW (Leaded)	TEST METHOD
Binder	20.0% minimum	20.0% minimum	20.0% minimum	AASHTO T 250
White Pigment TiO2, Type II Rutile	10.0% minimum	-	1.5% minimum	ASTM D 476
Glass Beads (Intermixed)	40.0% minimum	40.0% minimum	40.0% minimum	AASHTO T 250
Yellow Pigment, Lead Chromate	-	N/A	5.0% minimum *	AASHTO T 250
Yellow Pigment, Organic Pigment Yellow 83	-	% minimum per manufacturer **	N/A	-
Calcium Carbonate and Inert Filler (-200 mesh sieve	20.0% minimum	20.0% minimum	20.0% minimum	ASTM D 1199

* Note: For yellow leaded thermoplastic markings the pigment shall be silica encapsulated lead chromate yellow, containing a minimum of 42 % lead.

** Note: For yellow lead free markings the pigment shall be an organic pigment yellow 83. The lead free yellow thermoplastic material shall contain no more than 100 ppm of lead, cadmium, or hexavalent chromium.

The physical requirements for the thermoplastic shall be in accordance with the following.

PHYSICAL REQUIREMENTS OF CLASS 2 THERMOPLASTIC (% BY WEIGHT)			
PROPERTY	MAXIMUM	MINIMUM	TEST METHOD
Water Absorption	0.5%	-	ASTM D 570
Softening Point	-	195 °F	ASTM D 36
Low Temperature Stress Resistance	-	Pass	AASHTO T 250
Specific Gravity	2.3	1.9	ASTM D 792
Indention Resistance	75	40	ASTM D 2240* Shore Durometer, A2
Impact Resistance	-	1.0 N-m	ASTM D 256, Method A
Flash Point	-	475 °F	ASTM D 92
*The durometer and panel shall be at 110 °F with a 4.4 lb load applied. Instrument measurement shall be taken after 15 seconds.			

(a) WHITE THERMOPLASTIC

White Class 2 Thermoplastic shall be in granular form and bagged for use in a premelter machine. Bag shall be designed to melt with the material and not impact the color requirements. Each 50 pound bag shall be palleted for a total of 40 bags and sold by the ton.

(b) YELLOW THERMOPLASTIC

Yellow Class 2 Thermoplastic shall be in granular form and bagged for use in a premelter machine. Bag shall be designed to melt with the material and not impact the color requirements. Each 50 pound bag shall be palleted for a total of 40 bags and sold by the ton.

III. Preformed Thermoplastic.

Preformed Thermoplastic shall be alkyd based materials. Manufacturers of Class 2 Preformed Thermoplastic shall participate in ALDOT-420, "Acceptance Program for Traffic Marking Materials" or equivalent state DOT material acceptance program.

Preformed Thermoplastic shall consist of high quality materials, pigments and glass beads or other reflective material uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres or other reflective material embedded in the top surface. Preformed Thermoplastic shall conform to all physical and composition requirements of Class 2 Thermoplastic with the exception that Preformed Thermoplastic shall contain 30% intermix glass beads.

All preformed traffic markings and legends shall be a minimum uniform thickness of 0.125 inches.

(a) BLUE LINE MARKING

Blue Line Marking shall be 5 inches wide and 3 feet in length, packaged with 20 pieces per pack.

(b) RED LINE MARKING

Red Line Marking shall be 5 inches wide and 3 feet in length, packaged with 20 pieces per pack.

(c) HANDICAP MARKING

Handicap Marking shall be 40 inches wide and 40 inches in length. Each unit shall be a solid blue square with a standard white handicap symbol incorporated with the blue for equal overall thickness. Unit may come in pieces to be arranged for final placement by the City, provided two complete units are included per pack.

(d) STRAIGHT ARROW MARKING

Straight Arrow shall be 3.2 feet wide and 9.5 feet in length. Each unit shall be white in color and adhere to ALDOT Index 70302 for all other dimensions. Unit may come in pieces to be arranged for final placement by the City, provided two complete units are included per pack.

(e) RAILROAD MARKING

Railroad Marking shall be complete with one "X" and two "R". Crossing "X" shall be 8 feet wide and 20 feet in length. Legend "R"s shall be 6 feet in length. All markings and legends shall be white in color and adhere to ALDOT Index 73507 for any other dimensions or design requirement. Unit may come in pieces to be arranged for final placement by the City, provided one complete unit is included per pack.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Safety Zone Holdings for four Wanco WLTT compact diesel towable LED light towers for MPD.
General fund.

Amount of Contract:

$52,778.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220908 Safety Agenda Package POs	Cover Memo	9/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7698	2022	(1530) POLICE ADMIN SERVICES	FOUR WANCO WLTT COMPACT DIESEL TOWABLE LIGHT TOWERS FOR MPD (SEALED BID 5690)	$52,778.00	(297995) SAFETY ZONE HOLDINGS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020. Review: Buyer: 9105neej Status: Released Page 1

Vendor
SAFETY ZONE HOLDINGS, INC
PO BOX 90764

LAKELAND, FL 33804
USA
Tel#863-816-3402
Fax 863-816-3437

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/22	297995				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	TRAILER LIGHT TOWER AS FOLLOWS:	4.00 EACH	13194.50000	52778.00

Additional Description Notes

VENDOR TO PROVIDE WANCO WLTT-2MK6K LIGHTTOWER.

NOTE TO SHIPPER, THERE IS NO UNLOADING RAMP AT 745 SOUTH BROAD STREET.

AS PER MY BID #5690 AND YOUR QUOTE
Vendor Item
Inventory Item/Loc 13435

1 2000.80.00.0000.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. . 52778.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 52778.00

Bill To	Requisition 00007698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SAFETY ZONE HOLDINGS, INC	MOTOR POOL
PO BOX 90764	745 BROAD STREET
	MOBILE, AL 36604
LAKELAND, FL 33804	
USA	
Tel#863-816-3402	
Fax 863-816-3437	
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/22	297995				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E E0034 .EQUIPUND5K. .		52778.00	547690.77
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.0000.47020.		52778.00	6066.20
	CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)			

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/07/22	JOHN PAINE	GL Allocation changed
Approved	03/28/22	RODNEY GREELEY	RG
Approved	03/28/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	03/28/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	03/28/22	PAUL PRINE	Auto approved by: 910510512
Approved	03/28/22	WILLIAM REED	Auto approved by: 910510512
Approved	03/28/22	BRENDA RHODES	
Approved	03/28/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/28/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	09/07/22	JOHN PAINE	
Queued	09/07/22	RODNEY GREELEY	
Queued	09/07/22	JOSEPH KENNEDY	
Queued	09/07/22	PHILIP MCCRARY	
Queued	09/07/22	WILLIAM JACKSON	
Queued	09/07/22	PAUL PRINE	
Queued	09/07/22	WILLIAM REED	
Pending		BRENDA RHODES	
Pending		TIFFANY HOLLINS	
Pending		RELYA MALLORY	

Bill To	Requisition 00007698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SAFETY ZONE HOLDINGS, INC	MOTOR POOL
PO BOX 90764	745 BROAD STREET
	MOBILE, AL 36604
LAKELAND, FL 33804	
USA	
Tel#863-816-3402	
Fax 863-816-3437	
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/22	297995				POLICE ADMIN SERVICES

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	DONNA MICHELE STANLEY			
	Pending	DONALD ROSE			
	Pending	SANDRA LEWIS			
	Pending	JOHN PAINE			
	Pending	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

BID # 5690 TAB - TRAILER MOUNTED LIGHT TOWER					
*COWIN	H&E EQUIPMENT SVCS	*MASSETT SUPPLY CO INC	RAMSAY-BLIESE CORP	SAFETY ZONE HOLDINGS	TECHNOLOGY INTERNATIONAL LLC
MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL	MAKE/MODEL
N/B	**Make:** GENERAC **Model:** MLT6KDS	N/B	**Make:** GENERAC **Model:** MLT6SKDS	**Make :** WANCO **Model :** WLTT-4MK6K	**Make** – ENERGY SYSTEMS SE **Model** – MLT6SMDS
TOTALS	$14,234.17		$13,735.00	$13,194.50	$16,400.00
*N/B - NO BID					

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/03/2022	5690	VARIOUS	MOTOR POOL

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, June 24, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TRAILER MOUNTED LIGHT TOWER

QTY
2-4

Trailer Mounted Light Tower with Power Plant as per the following minimum specifications and attached:

23' Foot Steel Mast
4 LED Light Modules
3.5 kw
Gas Engine
Genie Model RL- 4 Gas or Equal

Make _____ Model _____

Provide Literature and Specifications on product bid.

Upon award, the City will purchase a minimum of one (1) Trailer Mounted Light Tower.

Units shall be delivered FOB Mobile.

Units shall be delivered ready to operate.

Vendor shall provide training in set up, operation and maintenance of units delivered. Training shall be no less than one (1) hour in length.

City of Mobile Business License required.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Page 2 of 2

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing shall be held firm for a period of six (6) months. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

To be awarded ALL or NONE.

	TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

LIGHT TOWER SPECIFICATIONS

Genie MOD RL-4 LED Gas or Equal

Tower Height: 23.4 ft | 7.13 m

359 degree mast rotation

Self braking manual winch

60 cycle

Generator Size: 3.5 kW Inverter | 3.5 kW Inverter

Lamps: LED Modules 4 x 230 W | LED Modules 4 x 230 W

Equipped with four (4) LED light panels, boasting 50,000 hour service life

Approximately 80 hours of run time before refueling

Remote start with no warm-up time needed to get to work quickly

Hand operated jacks at trailer tongue and rear of trailer for stabilization

Fold up tongue for transport

Two inch ball

High water temperature and low auto engine shutdown

Fuel Capacity: 17.5 gal | 66.2 L

6.5 hp Champion gas engine

One T/L receptacle 30A/240V

Lockable battery disconnect

13 inch wheels

DOT approved run stop and running light

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lawrence Battiste, Ex Dir Public Safety

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year professional services contract with Davis South Barnette & Patrick, LLC, to provide Public Safety recruiting digital marketing services.
General fund.

Amount of Contract:

NTE $200,000.00

Funding Source

Project # **Discretionary Funds**

Project String 10041532 42010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220907 Agenda Package Davis South	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/8/2022 - 12:53 PM
Legal	Kern, Chris	Approved	9/8/2022 - 1:58 PM
Legal	Kern, Chris	Approved	9/8/2022 - 1:58 PM
Mayors Office	Montgomery, Brandi	Approved	9/8/2022 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a professional services contract, by and between the City of Mobile and Davis South Barnette & Patrick, LLC, to provide Public Safety Recruiting Digital Marketing Services, for one year, in an amount not to exceed $200,000.00, 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.

Adopted:

_____
City Clerk

City of Mobile

Public Safety Recruiting
Digital Marketing Services

AGREEMENT

This Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 20__, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Davis South Barnette & Patrick, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in providing digital marketing and design services, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the digital marketing and design services as described below and in the attached **Exhibit A, Statement of Work**. *To the extent that the terms of* **Exhibit A** *are inconsistent with those in this Agreement, the terms contained this Agreement shall control.*

B. The Executive Director, Public Safety, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. *The total value of services to be performed and invoiced under this contract is not to exceed $200,000.00. City will not order and Vendor will not perform additional service except by supplemental purchase order or contract amendment. City and Contractor will agree upon an invoicing and payment schedule consistent with Contractor's performance timeline as approved by the City. City will not be liable for interest attorney's fees, or collection costs regarding any payments.*

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for a one-year period.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

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

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created specifically for this contract, excepting those already owned, registered, or copyrighted by Contractor, are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to

assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. 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.

I. 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect professional liability insurance, in a minimum amount of $500,000.00 per occurrence, issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama: Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

K. The City's representative for purposes of this Agreement is the Executive Director, Public Safety. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Executive Director, Public Safety
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Davis South Barnette & Patrick LLC
2 South Water Street
Mobile, Alabama 36602

L. 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.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. 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 would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

R. By signing this contract, 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.

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

Davis South Barnette & Patrick, LLC, Contractor

BY: _____ *Date:* 8-30-22

Its President | Partner *(Title)*

ACKNOWLEDGEMENT

The State of Alabama }

Mobile *County}*

I, Melyssa M. Nixon, *a Notary Public, in and for said County in said State, hereby certify that* Don Davis *whose name as* [illegible] *of the* DSP, *a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.*

Given under my hand this the 30th *day of* August, *20*22

_____
(Seal) *Notary Public*

MELYSSA M. NIXON
My Commission Expires
February 27, 2023

CITY OF MOBILE, A Municipal Corporation

BY: _____ *Date:* _____
Mayor

ATTEST:

_____ *Date:* _____
City Clerk

Exhibit: *A Statement of Work*
B Contractor Insurance

Exhibit A. Statement of Work

DAVIS SOUTH BARNETTE & PATRICK
ADVERTISING PUBLIC RELATIONS

July 7, 2022

Candace Cooksey
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Candace:

Per our recent conversation, the partners of Davis South Barnette & Patrick are submitting this letter of engagement to assist you and your in-house team with digital advertising for law enforcement recruitment. For the 2022-2023 recruitment year, our recommendation is 3 separate campaign flights to fall in line with the 3 different recruiting classes throughout the academic fiscal year. The media cost will be split three ways evenly with a 60/40 split for the lateral and new recruit campaigns. Breakdown for each target:

New Recruits:
Have **not** been through the academy and will still need to get the *A-Post Certification.*

Lateral Recruits:
Likely already have *A-Post Certification*, especially if they are coming from the state of Alabama – or can obtain certification faster and easier than new recruits.

Strategies/ Implementation
Geofencing
DSBP will use Geofencing locally around precincts in our general area (Mobile Police Department) as well as in surrounding comparable markets, i.e. New Orleans, LA, Tuscaloosa, AL, Birmingham, AL and Jackson, Mississippi to capture lateral transfers.

Our plan includes generally targeting 12-13 precincts (Thomasville, Baldwin County, Escambia County, New Orleans, Montgomery, Birmingham, and other surrounding areas) and to monitor each precinct to determine if one market is receiving better traction than another. We will also focus on geofencing Community Colleges, Trade Schools, Job Fairs etc.

Site Retargeting/ Search Retargeting
DSBP will work with the City to place pixels on the appropriate web site or web pages for tracking purposes. This will allow us to message applicants that have interacted with our page(s) to ensure the candidate remains engaged and interested in the job
opportunity.

Event Fences
Targeting events like The Annual Gun Show, The Deep-Sea Fishing Rodeo & The Boat Show, gives us a greater likelihood that our ads will be placed in front of recruits that have a vested interest in working for law enforcement.

Paid Search
DSBP's digital team will utilize specific keywords to go after our target recruits and those who have essentially "raised their hands" and shown interest by actively searching for a job in this industry. (i.e. those interested in cyber security, athletes, law enforcement, former military, etc.)

YouTube PreRoll
DSBP will work with your inhouse video production team to produce assets that will target applicants in spaces like YouTube. We will be able to target our pre-roll campaign to users that are job seekers, have interest in criminal law, former military, etc. Video continues to have high engagement metrics and allows the user to experience an emotional connection with the advertisement. The more emotionally engaged the user is with this recruitment ad, the more likely they are to take action.

Facebook/Instagram:
Similar to display, we will use the social platform to target specific DMA'S to recruit men and women who could match detailed keywords such as "Police Academy", "Enforcement Officer" "Recruiting Coordinator" etc. We also tend to see a natural spread of recruitment information, as people feel they are "helping" users find job placement and are able to spread the budget much further by utilizing those "free" user engagements. If available, a great use of recruiting data would be a Custom Audience and Lookalike Audience to specifically target those who have recently or previously applied to the Academy.

FB/Insta Geo's: Mobile-Pensacola DMA, Birmingham, AL; New Orleans, LA; Jackson, Mississippi.

Overall Digital Advertising Budget:	$200,000
Paid Advertising Budget Breakdown	
• Display	$109,800
• PPC/YouTube	$ 27,450
• Social Media	$ 45,750
• Contingency Fees (paid media)	$ 7,000
Total media:	$190,000

Agency Fees (digital consulting/account management/reporting copywriting/graphic design/art direction)	
• 66 hours @ $140 per billable hour	$ 9,240
Total fees:	$ 9,240

Standard Disclaimer
DSBP will work seamlessly with the City's inhouse creative team – utilizing existing resources, creative, copy, photography and video. If and when applicable, all hard costs (including but not limited to photography – both custom and stock, radio and television production, traditional media, printing, postage and fulfillment, etc. will be billed at cost plus 15%. Digital media will be billed at cost plus 20-25%. As outlined above, DSB&P will use a blended billing rate of $140 per billable hour.

Client agrees to pay all DSB&P invoices upon receipt. In the case of any dispute with an invoice, Client agrees to notify DSB&P within 10 (ten) days of receipt of the invoice that there is a dispute and work to reach resolution of the problem. If an invoice is not paid within 30 (thirty) days, DSB&P will charge from the date of the invoice interest at the rate of 1.5% per month on overdue balances. In the event of any breach of any term of this Agreement by Client, or if DSB&P turns over any past due invoices for collection, Client agrees to pay all expenses, including reasonable attorney fees, and all cost of collection, regardless whether the same is collected or secured by suit or otherwise.

DSB&P will be paid for all authorized work up to the effective date of termination and for all advertising appearing or having closing dates before said termination date.

All work and material of any kind, including without limitation, all ideas, plans, advertising materials or special materials submitted or developed by DSB&P for Client during the term of this Agreement and paid for by Client, including all copyright therein, is and shall be the property of Client.

Upon approval of this letter of engagement, Davis South Barnette & Patrick (DSB&P) will develop a formal timeline. Weekly conference calls will also be implemented to ensure consistent communication.

We look forward to working with you and your team.

Regards,

Don Davis
Davis South Barnette & Patrick

Candace Cooksey
City of Mobile

Exhibit B. Contractor Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2022

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: KURT WIELKENS
COASTAL INSURANCE GROUP, LLC 3660 DAUPHIN ST STE A MOBILE, AL 36608	PHONE (A/C, No, Ext): 251-344-9898 FAX (A/C, No): 251-344-5885 E-MAIL ADDRESS: kurt@coastalinsgrp.com PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DAVIS SOUTH BARNETTE & PATRICK, LLC PO BOX 325 MOBILE, AL 36601	INSURER A : ACCREDITED SURETY AND CASUALTY	26379
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			1ABPAL05132582600	08/30/2022	08/30/2023	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ EXCL
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EXECUTIVE DIRECTOR, PUBLIC SAFETY CITY OF MOBILE IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

EXECUTIVE DIRECTOR, PUBLIC SAFETY
CITY OF MOBILE
205 GOVERNMENT ST
MOBILE AL 36602

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

KURT E WIELKENS *Kurt Wielkens*

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 4:02 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that William Guess is re-appointed to the Board of Adjustment effective immediately for a term ending September 20, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
9/20/2022

Renewal Date of Contract:
9/20/2022

Funding Source

Project # 2659 Reaves Street - ME-218-18 **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
2659 Reaves Street	Cover Memo	9/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/15/2022 - 1:20 PM
City Clerk	Gauthier, Lana	Approved	9/15/2022 - 4:12 PM

MUNICIPAL ENFORCEMENT DIVISION
September 13, 2022

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, September 20, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2659 REAVES STREET** OWNED BY OR MAY HAVE AN INTEREST: **KINZIE WILEY, C/O QUEENIE CHERRY,** 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 0 002 152
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn– 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 **2659 Reaves 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, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2659 Reaves Street** described as:

LOT 48 DIV B MILLVILEE DBK 121 P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 152

Last Assessed to: KEVIN M. FODE

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

City of Mobile
Blight Survey 2019

Report Date - 5/22/2019 6:47:29 PM

Property Address

2659 REAVES ST

Property Details			
Parcel Keyx	00766665	Local Historic Registry	
Status	Scored	National Historic Registry	
Blight Zone		Council District	1
Structure Type	DUPLEX	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	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	N Y	Foundation Compromised	N
Survey Date	2/1/2019 12:00:00 AM	Comments	

Property Score			
Score	55	Score Description	Demo

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 07/28/2022

Property Address: 2659 Reaves Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 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.
- [X] 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.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 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.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Queenie Cherry
PO Box 706
Butler, Alabama 36904-0706

July 28, 2022

RE: **2659 Reaves Street**
Project Number: ME-218-18

Dear Queenie Cherry:

On July 26, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2659 Reaves Street.

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

LOT 48 DIV B MILLVILEE DBK 121 P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 152

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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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 **September 11, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 11, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 11, 2022,** 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 **September 11, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 20, 2022, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

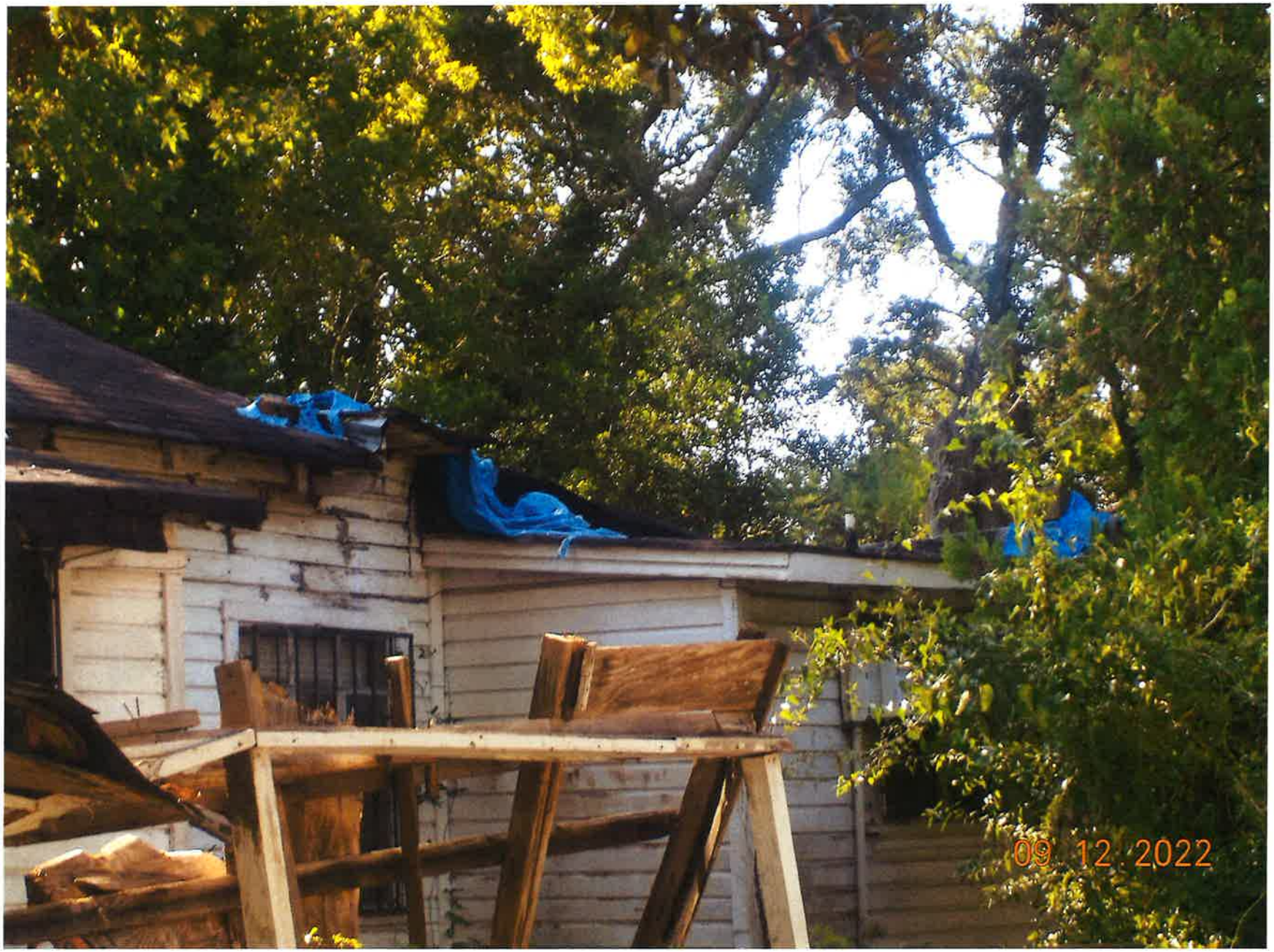
09 . 12 . 2022

09 12 2022

09 12 2022

09 . 12 . 2022

09.12.2022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09 . 12 . 2022

09 . 12 . 2022

Affidavit of Mailed Notice

Date: September 20, 2022

State of Alabama
County of Mobile

Subject Property – 2659 Reaves Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2659 Reaves St. Date: June 29, 2022

FROM: Ashley Parker Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 16, 2022

Per the Title Report, the owners are: Heirs of Kinzie Wiley (DOD 11/20/1979) & Isaiah Wiley (DOD 04/04/1955 (brothers): Louella Bettis, Isaiah Wiley's Daughter (DOD 10/7/2020): Queenie M Cherry (Louella Bettis Cousin)

NOTES: Luevert Wiley (wife of Kinzie Wiley) ½ interest cannot locate.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Queenie Cherry 2659 Reaves St. Mobile, AL 36607	Subject property
2	Queenie Cherry PO Box 706 Butler AL 36904-0706	Secondary address
3	Queenie Cherry 125 Mcbride St Mobile, AL 36607-2441	Cousin of Louella Bettis/only heir Phone number 251-623-8413

TAX STATUS: 2018 Taxes not paid
1999 Tax Sale, Tax Deed to Louella Bettis

4	Fredrick Nicholas 1454 Basil St Apt A Mobile, AL 36603-5114	Paid 2017 taxes and God son of Louella Bettis

Parties with recorded liens per Title Report:

5	Alabama Medicaid Agency 2800 Dauphin ST STE 105 Mobile AL 36606	Medicaid vs Louella Bettis DTD 2/28/2020 Instrument number 2020012072

Open Mortgages: None

Lis Pendens:

Lis Pendens city of Mobile vs Louella Bettis DTD 12/19/2018 instrument number 2019009579

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - William Carroll - District 5

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
9/20/2022

Renewal Date of Contract:
9/20/2022

Funding Source

Project # 122 Michael Donald Avenue - ME-023-22 **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
122 Michael Donald Avenue	Cover Memo	9/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/15/2022 - 1:18 PM
City Clerk	Gauthier, Lana	Approved	9/15/2022 - 4:16 PM

MUNICIPAL ENFORCEMENT DIVISION
September 13, 2022

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, September 20, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **122 MICHAEL DONALD AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **PEEPLES LYNDORA,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 009 115
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **122 Michael Donald 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, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **122 Michael Donald Avenue** described as:

COMM AT A PT ON THE E/S OF HERNDON AVE DIS 300 FT S OF THE SE COR OF SPRING HILL & HERNDON AVE TH RUN E 110 FT TO A PT TH RUN S 55 FT TO A PT TH RUN W 110 FT TO THE E/L OF HERNDON AVE TH N ALG THE E/L OF HERNDON AVE 55 FT TO A PT TH POB BDED ON THE N BY PPTY NOW OR FORMERLY OF JETT E BY PPTY NOW OR FORMERLY OF COWLES S BY PPTY NOW OR FORMERLY OF WATKINS & ON THE W BY HERNDON AVE #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 115

Last Assessed to: PEEPLES LYNDORA

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/secured*** 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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

122 MICHAEL DONALD AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 7/25/22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/15/2022

Property Address: 122 Michael Donald Avenue **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Lyndora Washington
7403 Saybrook Boulevard
Mobile, AL 36619-1280

July 28, 2022

RE: **122 Michael Donald Avenue**
Project Number: ME-023-22

Dear Lyndora Washington:

On July 15, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 122 Michael Donald Avenue.

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

COMM AT A PT ON THE E/S OF HERNDON AVE DIS 300 FT S OF THE SE COR OF SPRING HILL & HERNDON AVE TH RUN E 110 FT TO A PT TH RUN S 55 FT TO A PT TH RUN W 110 FT TO THE E/L OF HERNDON AVE TH N ALG THE E/L OF HERNDON AVE 55 FT TO A PT TH POB BDED ON THE N BY PPTY NOW OR FORMERLY OF JETT E BY PPTY NOW OR FORMERLY OF COWLES S BY PPTY NOW OR FORMERLY OF WATKINS & ON THE W BY HERNDON AVE #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 115

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

☒ 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;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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 **September 11, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 11, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 11, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 11, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on September 20, 2022 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

09.12.2022

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09.12.2022

Affidavit of Mailed Notice

Date: September 20, 2022

State of Alabama
County of Mobile

Subject Property – 122 Michael Donald Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **1 party** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **122 Michael Donald Rd** Date: July 11, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 3/23/2022

Per the Title Report, the owner is: Lyndora Peeples Washington

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lyndora Washington 7403 Saybrook Blvd Mobile AL 36619-1280 Phone 251-675-2034	Fee simple owner

TAX STATUS: CURRENT

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Lyndora Peeples dtd 7/15/2021 Instrument number 2021048770

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Joel Daves - District 5

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
9/20/2022

Renewal Date of Contract:
9/20/2022

Funding Source

Project # 562 Marcus Drive - ME-007-22 **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
562 Marcus Drive	Cover Memo	9/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/15/2022 - 1:22 PM
City Clerk	Gauthier, Lana	Approved	9/15/2022 - 4:13 PM

MUNICIPAL ENFORCEMENT DIVISION
October 13, 2022

MOBILE
ALABAMA

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, September 20, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **562 MARCUS DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **MIGUEL DAWKINS & RICARDO NEWMAN**, 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: 28 02 36 2 000 093
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

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 **562 Marcus Drive** 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, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **562 Marcus Drive** described as:

LOT 6 MONTCLIFF UNIT 4 MBK 15 P 60 #SEC 36 T4S R2W #MP28 07 36 2 000

Parcel Number: 28 02 36 2 000 093

Last Assessed to: MIGUEL DAWKINS & RICARDO NEWMAN

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/secured*** 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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

562 Marcus Drive

Property Details			
Parcel Key	570581	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01-11-21	Comments	

Property Score			
Score	64	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1/24/22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/28/2022

Property Address: 562 Marcus Drive **District No:** 4

☐ 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 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

Miguel Dawkins & Ricardo Newman
PO Box 211
Foley, Alabama 36536-0211

July 28, 2022

RE: **562 Marcus Drive**
Project Number: ME-007-22

Dear Miguel Dawkins & Ricardo Newman:

On July 7, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 562 Marcus Drive.

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

LOT 6 MONTCLIFF UNIT 4 MBK 15 P 60 #SEC 36 T4S R2W #MP28 07 36 2 000

Parcel Number: 28 02 36 2 000 093

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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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 **September 11, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 11, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 11, 2022,** 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 **September 11, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 20, 2022, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

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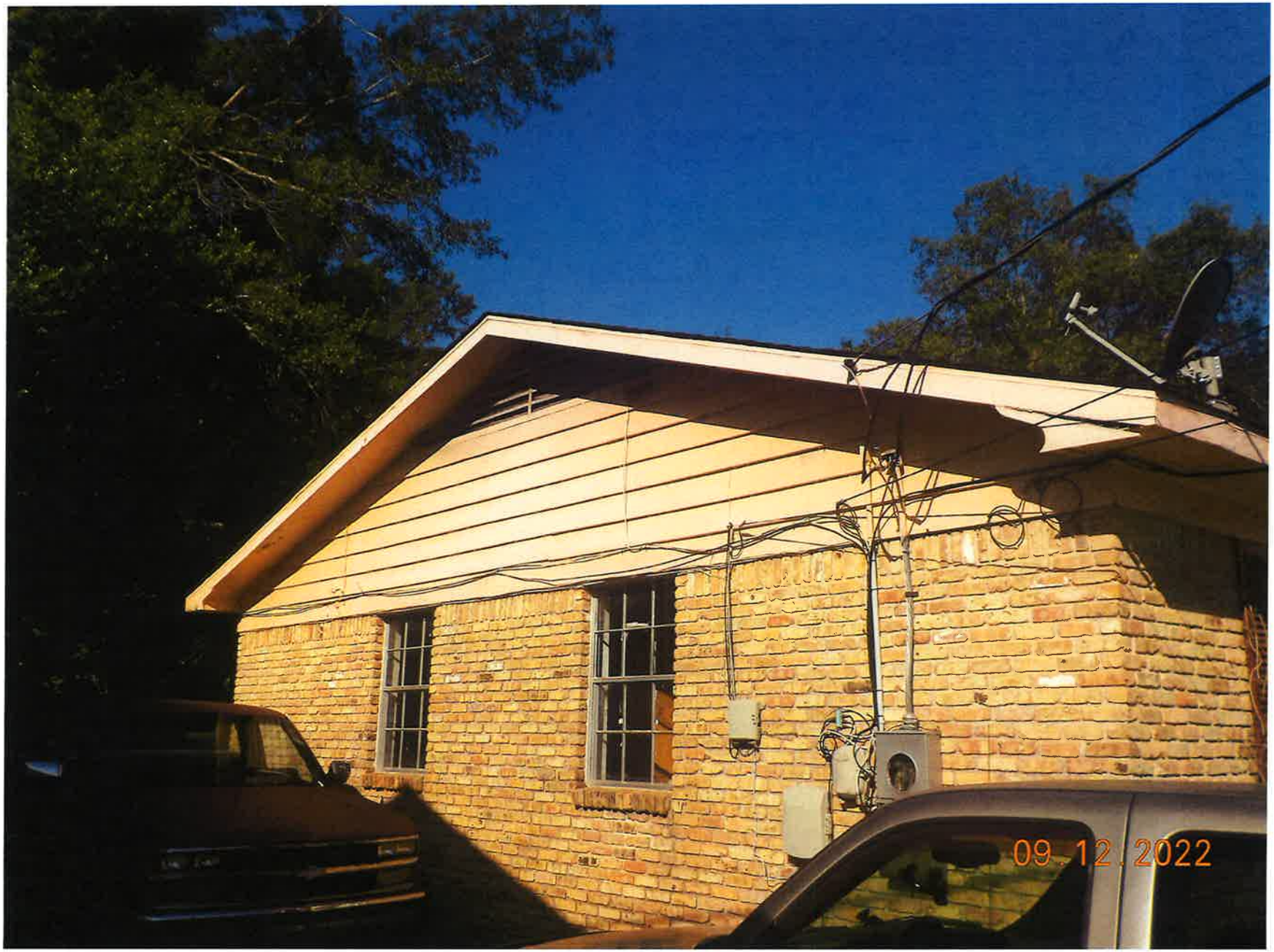
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NOTICE
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Affidavit of Mailed Notice

Date: September 20, 2022

State of Alabama
County of Mobile

Subject Property – 562 Marcus Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 562 Marcus Dr Date: July 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 2/1/2022

Per the Title Report, the owners are: Miguel Dawkins & Ricardo Newman

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SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Miguel Dawkins & Ricardo Newman Po Box 211 Foley AL 36536-0211	Fee simple owner
2	Miguel Dawkins & Ricardo Newman 562 Marcus Dr Unit 4 Mobile, AL 36609-6545	Owners/Subject Property

TAX STATUS: CURRENT

Open Mortgages - NONE

Lis Pendens

Instrument Number 2022006777 City of Mobile vs Miguel Dawkins & Ricardo Newman
Recorded 1/27/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Joel Daves - District 5

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
9/20/2022

Renewal Date of Contract:
9/20/2022

Funding Source

Project # 5014 Perin Road - ME-026-22 **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
5014 Perin Road	Cover Memo	9/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/15/2022 - 1:24 PM
City Clerk	Gauthier, Lana	Approved	9/15/2022 - 4:15 PM

MUNICIPAL ENFORCEMENT DIVISION
September 13, 2022

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, September 20, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5014 PERIN ROAD** OWNED BY OR MAY HAVE AN INTEREST: **KEVIN M. FODE,** 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: 33 02 03 4 002 053
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

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 **5014 Perine 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, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **5014 Perin Road** described as:

LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002

Parcel Number: 33 02 03 4 002 053

Last Assessed to: KEVIN M. FODE

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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

5014 Perin Road

Property Details			
Parcel Key	1080573	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
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	03-22-22	Comments	

Property Score			
Score	50	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3/28/22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 07/28/2022

Property Address: 5014 Perin Road **District No:** 4

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 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.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin M. Fode
PO Box 3751
Tualatin, Oregon 97062-3751

July 28, 2022

RE: **5014 Perin Road**
Project Number: ME-026-22

Dear Kevin M. Fode:

On July 7, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5014 Perin Road.

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

LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002

Parcel Number: 33 02 03 4 002 053

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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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 **September 11, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 11, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 11, 2022,** 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 **September 11, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 20, 2022, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **5014 PERIN ROAD** **PHOTOS AGENDA / DW**

09 12 2022

09 . 12 . 2022

09 12 2022

09.12.2022

09 12 2022

09 12 2022

09.12.2022

Affidavit of Mailed Notice

Date: September 20, 2022

State of Alabama
County of Mobile

Subject Property – 5014 Perin Road

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **5014 Perin Rd** Date: July 11, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 3/5/2022

Per the Title Report, the owner is: Kevin M. Fode

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin M. Fode PO Box 3751 Tualatin OR 97062-3751	Owner Phone number – 503-620-4444
2	Kevin M. Fode PO Box 2106 Portland OR 97208-2106	Owner Secondary address
3	Kevin M. Fode 5014 Perin Rd Mobile AL 36693	Owner Subject Address

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Kevin M. Fode DTD 1/9/2018 instrument number 2018002483

Lis Pendens – City of Mobile vs Kevin M. Fode DTD 4/7/2022 instrument number 2022045605

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:32 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1001 Barbara Drive East**

Sponsored by: Councilmember Penn

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 ***demolition*** of the structure at **1001 Barbara Drive East** 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 the structure **1001 Barbara Drive East** to be **$3,700.00** 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 **$3,700.00** shall constitute a special assessment against the property at **1001 Barbara Drive East** and being that property more particularly described as follows:

LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel No.: **29 02 44 0 014 522**

Owner: **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE, AL 36618-4903

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **1001 Barbara Drive East**, for the proposed amount of **$3,700.00**.

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

Lisa C. Lambert

Lisa C. Lambert
City Clerk

July 26, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-111-21	**1001 Barbara Drive East**

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 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 522
Amount: ~~**$ 3,500.00**~~ $3,700
Assessed: LYMON BEN & THELMA T
6805 HALEY DR
MOBILE AL 36618-4903

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 Cory Penn, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:34 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **256 Clay Street**

Sponsored by: Councilmember Carroll

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 ***demolition*** of the structure at **256 Clay 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 the structure **256 Clay Street** to be **$2,200.00** 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 **$2,200.00** shall constitute a special assessment against the property at **256 Clay Street** and being that property more particularly described as follows:

BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 459**

Owner: **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **256 Clay Street**, for the proposed amount of **$2,200.00**.

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

Lisa C. Lambert
City Clerk

July 26, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-023-19	**256 Clay 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: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 459
Amount: ~~**$ 2,000.00**~~ $2,200
Assessed: STALLWORTH DEVONYA
PO BOX 81822
MOBILE AL 36689

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 William Carroll, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:43 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1479 John H. Campbell, Sr. Way**

Sponsored by: Councilmember Carroll

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 ***demolition*** of the structure at **1479 John H. Campbell Sr. Way** 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 the structure **1479 John H. Campbell Sr. Way** to be **$2,200.00** 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 **$2,200.00** shall constitute a special assessment against the property at **1479 John H. Campbell Sr. Way** and being that property more particularly described as follows:

COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel No.: **29 07 25 0 002 345**

Owner: **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **1479 John H. Campbell, Sr. Way**, for the proposed amount of **$2,200.00**.

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

Lisa C. Lambert
City Clerk

August 2, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-452-17	**1479 John H. Campbell**

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: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L OF BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: **29 07 25 0 002 345**
Amount: ~~**$ 2,000.00**~~ $2,200
Assessed: COKER SHIRLEY A
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

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, William Carroll, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 1:55 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1712 Dog River Drive East**

Sponsored by: Councilmember Reynolds

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 ***demolition*** of the structure at **1712 Dog River Drive East** 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 the structure **1712 Dog River Drive East** to be **$4,000.00** 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 **$4,000.00** shall constitute a special assessment against the property at **1712 Dog River Drive East** and being that property more particularly described as follows:

LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel No.: **32 04 34 0 003 042**

Owner: **JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
MOBILE AL 36612

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 the 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:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 20, 2022**, 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, of the amount thereof, on the *demolition* of the structure at **1712 Dog Rive Drive East**, for the proposed amount of **$4,000.00**.

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

Lisa C. Lambert
City Clerk

July 8, 2022

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-133-19	**1712 Dog River Drive E**

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 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel Number: 32 04 34 0 003 042
Amount: ~~**$ 3,800.00**~~ $4,000
Assessed: BROOKS JEFFREY SCOTT & YVETTE MICHELL
1709 STILE AVE
WHISTLER AL 36612

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, Ben Reynolds, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

In accordance with the Nuisance Abatement Ordinance, notice is hereby given that on August 16, 2022, the Mobile City Council declared the structure listed below as a public nuisance and order it demolished.

Lisa C. Lambert, City Clerk

1712 DOG RIVER DRIVE, E.

Legal Description: LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

32 04 34 0 003 042

Owner **BROOKS JEFFREY SCOTT & YVETTE MICHELL**
1709 STILE AVE
WHISTLER AL 36612

256 CLAY STREET

Legal Description: BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMPGROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004

29 06 40 0 004 459

Owner **STALLWORTH DEVONYA**
PO BOX 81822
MOBILE AL 36689

1001 BARBARA DRIVE EAST

Legal Description: LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014

29 02 44 0 014 522

Owner **LYMON BEN & THELMA T**
6805 HALEY DR
MOBILE AL 36618-4903

1479 John H. Campbell, Sr. Way

Legal Description: COMG AT SW INTERSECT OF LAFAYETTE & HOGAN STS TH RUN S 79 DEG 00 MIN W ALG S/L OF HOGAN ST A DIS OF 400 FT TO A PT BEING PT OF BEG OF PPTY HEREIN DESC TH RUN S 4 DEG 16 MIN E DIS OF 100 FT TO A PT ON N/L OF BURT ST TH RUN N 79 DEG 00 MIN E ALG N/L O F BURT ST DIS OF 16.8 FT TO A PT TH RUN N 04 DEG 00 MIN W DIS 100 FT TO A PT ON S/L OF HOGAN ST TH RUN S 79 DEG 00 MIN ALG S/L OF HOGAN ST DIS OF 19.4 FT TO PT OF BEG #SEC 25 T4S R1W #MP29 07 25 0 002

29 07 25 0 002 345

Owner **COKER SHIRLEY A**
1457 JOHN H CAMPBELL SR WAY
MOBILE AL 36603

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	7 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1633

Effective Date of Contract:

9/20/2022

Funding Source

Project # Weed Lien Group 1633 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1633	Backup Material	9/15/2022
resolution	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			9/15/2022 - 3:28

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **September 14, 2022**

SUBJECT: WEED LIEN GROUP **1633**

Attached, please find Assessment Lists for Weed Lien Group Number **1633** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 9/20/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/25/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 09/22/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 10/6/2022

LEGAL NOTICE ADS: 10/12/2022-10/19/2022

POSTING DATE: 10/18/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1633	Res. No.
9/20/2022	LOTS TO BE DECLARED	58-
10/25/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	5429 Spring Dr	28520	21282		4	
2	2915 Dauphin Island Pkwy	29215	21283		3	
3	1707 Dog River Dr W	19551	21284		4	
4	3917 Dauphin Island Pkwy	28074	21285		3	
5	1513 Driftwood Dr N	28076	21286		3	
6	3066 Bay Crescent Dr	19590	21287		3	
7	1917 Seale St	20196	21288		1	
8	253 Locust St	28581	21289		2	
9	1456 Congress St	28632	21290		2	
10	285 Cedar Dr	11212	21292		2	
11	281 Cedar Dr	11214	21293		2	
12	2659 Reaves St B	28162	21294		1	
13	472 Creek Cir Dr E	28860	21295		1	
14	748 Stanton Rd	20326	21296		1	
15	1515 St Stephens Rd	20908	21297		2	
16	0 Harper Ave	27615	21298		1	
	Par. No. (29 02 44 0 012 035.XXX)					
17	512 Oak Dr Ct	28495	21299		2	
18	410 Driver St	27562	21300		1	
19	1258 Mobile St	28687	21301		1	
20	628 Crenshaw St	29013	21302		5	
				$ -		

District total for this group	
1	7
2	6
3	4
4	2
5	1
6	0
7	0
	20

Numbers of lots cut	
1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBC Cut By Contractor
*UDL Undeveloped Lot

Gary Lukan 9-15-22

Marchette Taite 9-15-22

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1633** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **25th day of October 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 2:05 PM

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

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

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **16th** day of **August, 2022,** have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **16th** day of **August 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1631** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-688 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1631** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **20th day of September, 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: AUG 16 2022

ASSISTANT City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **August 11, 2022**

SUBJECT: WEED LIEN GROUP **1631**

Attached, please find Assessment Lists for Weed Lien Group Number **1631** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/16/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/20/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 8/18/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 9/1/2022

LEGAL NOTICE ADS: 9/7/2022-9/14 /20222

POSTING DATE: 9/13/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1631	Res. No.
8/16/2022	LOTS TO BE DECLARED	58-
9/20/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1422 Stewart Rd	19874	20546		3	
2	1507 Steve St W	27788	20547		4	
3	1919 St Stephens Rd	19653	20548		1	
4	2052 Avondale Ct	19408	20549		2	
5	1701 Bolden St	28032	20550		1	
6	560 Bates Lane	26772	20551		1	
7	257 Rylands St	19165	20552		2	
8	2474 Boyette St	27361	20553		1	
9	106 Michael Donald Ave F/k/a 106 Herndon Ave	27646	20554		2	
10	3132 Clubhouse Rd	10718	20556		3	
11	302 Lexington Ave	26867	20557		2	
12	1102 Lyons St	28135	20579		2	
13	2351 Howell Ave	28079	20580		5	
14	672 Ruth St	27714	20581		2	
15	404 Pinehill Dr	19547	20582		5	
16	664 Rickarby St	28419	20730		2	
17	1766 Dublin St	28012	20584		2	
18	4122 Springdale Rd	20386	20731		5	
19	627 Crenshaw St	27663	20586		5	
20	1056 Preston St	19969	20587		3	
21	654 Rickarby St	27675	20629		2	
				$ -		

District total for this group		Numbers of lots cut	
1	4	1	
2	9	2	
3	3	3	
4	1	4	
5	4	5	
6	0	6	
7	0	7	
	21		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

8/11/22

Marchetta Davis 8.11.2022

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	9/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	9/15/2022 - 3:32 PM

60- 2022

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, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver Tony M. Sessions (Emp #7177)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

Firefighter of the Month

Fire Service Driver Tony M. Sessions

The Mobile Fire-Rescue Department proudly announces Fire Service Driver Tony M. Sessions as the August 2022 Firefighter of the Month. Driver Sessions began his career with MFRD in October of 1995, later promoting to the rank of Driver in February of 2001. Inspector Sessions has been a great asset to the office not only in the area of inspections but educating the public in safety, working with fire protection contractors locally and regionally.

Although Inspector Sessions is responsible for one of the most active inspection districts in the City, he has taken on the task of Fireworks permitting for entertainment events within the City of Mobile, such as indoor and outdoor fireworks displays for Mardi Gras, the New Year's Eve, the 4th of July Celebrations as well as local sporting events that he coordinates with the Police Department, State Fire Marshal's Office and the office of Alcohol, Tobacco and Fire Arms. Inspector Sessions works diligently to ensure the safety of the event organizers and the citizens of the City of Mobile to ensure an enjoyable experience for all.

The Community Risk Reduction office often receives requests from companies locally and nationally requiring information on properties regarding Fire Department related responses, such as fires, hazardous material, fire and building code violations. Inspector Sessions has made provisions to be able to research these properties and provide the requested information in accordance with the Freedom of Information Act.

As a member of the United States Navy for four years, his military training shines through in commitment and diligence while performing his duties as a Fire Inspector and always projecting himself professionally as an example for other inspectors to follow. Inspector Tony Sessions continues to strives to make the Community Risk Reduction office successful and meet the goal of The City of Mobile being the Safest, most Business and Family Friendly City in America.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for August 2022.

C. J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/12/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/12/2022 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: September 20, 2022 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

August 2022: Officer Jahaven Williams

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

LITHO. IN U.S.A.

© GOES 2745

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Jahaven Williams

During the month of August, Officer Williams was responsible for 13 felony arrest, 28 Misdemeanor arrests, and issued 16 citations. He also answered 89 calls for service and backed on 44 calls. Officer Williams recovered 3 stolen vehicles and 3 stolen firearms.

On August 9, Officer Williams was on routine patrol when he was flagged down by a victim. The victim stated that she was standing in the area when a known subject approached and asked why she called the police. The suspect then pointed a firearm at the victim. Officer Williams attempted to speak with the subject, but he fled the scene. Officer Williams caught the suspect and took him into custody. The suspect had a bag of synthetic Marijuana in his possession and was charged with Eluding Police and Possession of a Controlled Substance.

On August 15th, Officer Williams recognized a stolen vehicle BOLO from December of 2021. He conducted a traffic stop that led to detaining all occupants, and Auto Theft was notified. Detectives responded to the location where the driver was interviewed and arrested for Receiving Stolen Property 1st Degree.

On August 18th, Officer Williams recognized a vehicle as an active stolen vehicle. He attempted to conduct a traffic stop which led to a brief pursuit that ended after the vehicle struck a pole. One of the passengers matched the description of the subject who originally stole the vehicle. There were four pistols, along with an airsoft pistol found inside the vehicle. One of the pistols, a Taurus G2 9MM, was an active stole weapon out of our agency. There were also several cell phones, tablets, ski masks, tools, and a small amount of marijuana inside of the vehicle. The Auto Theft Unit was notified, the suspects were charged with Receiving Stolen Property 1st Degree, Receiving Stolen Property 2nd Degree, Theft of Property 1st Degree, and Possession of Marijuana 2nd Degree.

On August 28th, Officer Williams responded to a disorderly call where the suspect was caught damaging and stealing the license plate off the victim's vehicle. Officer Williams detained the suspect. After determining that there was enough probable cause for arrest, he searched the suspect's vehicle for inventory. He found a large amount of marijuana, pills, a white powdery substance believed to be fentanyl, and two pistols. The Narcotics Unit was notified, and Detectives responded to the scene. The suspect was then charged with Possession of a Controlled Substance, Possession of Marijuana 1st Degree, Possession of Drug Paraphernalia, Theft of Property 4th Degree, Criminal Mischief 3rd Degree, and No Pistol Permit.

On August 29th, Officer Williams responded to a domestic call where the victim was strangled & held at gun point. The suspect barricade himself in the residence; however, Officer Williams was able to call the suspect via phone and convince him to surrender. The Domestic Violence Unit was notified & A NCIC check revealed that the Draco AK47 Pistol used by the suspect was active stolen out of our agency. The suspect was charged with Domestic Violence – Strangulation, Receiving Stolen Property 2nd Degree, Robbery 1st Degree, and Domestic Violence 3rd Degree Menacing.

Due to his relentless attention to detail and proactivity when patrolling he has made a noticeable difference to the community by diminish crime within the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Jahaven Williams as OFFICER OF THE MONTH for August 2022, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL USED TTO IMPLEMENTING THEIR PROGRAMS THROUGH ADVOCATES.SERVING AS MENTORS, COACHES AND INSTRUCTORS

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ALPHA CHARITABLE FOUNDATION	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/15/2022 - 12:31 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Alpha Charitable Foundation, from his discretionary funds*; and

WHEREAS, *Alpha Charitable Foundation.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Alpha Charitable Foundation, will be used to implementing their program through advocates serving as mentors, coaches, and instructors* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Alpha Charitable Foundation., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE COST OF POLICE ESCORT AND A FLORAL WREATH FOR THE ANNUAL MEMORIAL MARCH FOR THE AJROTC PROGRAM WHICH IS SCHEDULED FOR OCTOBER 7, 2022

Amount of Contract:
$500.00

Funding Source

Project # DSC-02 / 10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/13/2022 - 1:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH HELPING THE SCHOLARSHIP PROGRAM SET FOR NOVEMBER 5, 2022

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE MISS ALABAMA FOUNDATION dba MISS MOBILE BAY ORGANIZATION	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/15/2022 - 12:22 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$1,000.00** to The Miss Alabama Foundation dba Miss Mobile Bay Organization, from his discretionary funds*; and

WHEREAS, *The Miss Alabama Foundation dba Miss Mobile Bay Organization,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The Miss Alabama Foundation dba Miss Mobile Bay Organization, will be used to assist with helping the scholarship program set for November 5, 2022,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to The Miss Alabama Foundation dba Miss Mobile Bay Organization, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/19/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/19/2022 - 8:42 AM

37-836 **2022**

RESOLUTION

Sponsored by: Councilmember Carroll

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

Type of application:	Special Events Retail
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Sip N Paint 109 Government Street Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5531

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.18.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SIP N PAINT

Location: 109 GOVERNMENT STREET (MARDI GRAS PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 09.28.2022
LOCATION WILL BE BARRICADED
TO CONTROL ENTRANCE AND
EXIT. NO ALCOHOLIC
BEVERAGES ALLOWED TO
LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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EVENT DATE 09.28.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 09.20.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5531

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

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(Type of License)

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

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SIP N PAINT

LOCATED AT: 109 GOVERNMENT STREET (MARDI GRAS PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

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

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT PHONE#: 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.18.2022
Application No: 5531

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

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

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SIP N PAINT - SEPTEMBER 28 2022 EVENT***

Location 109 GOVERNMENT STREET (MARDI GRAS PARK) MOBILE AL 36602

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

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

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

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

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

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

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

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

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

(If **YES**, explain in Law violation Section) **Signature of applicant**

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

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** MEMBER **DATE**

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT
(Name of applicant or member if Partnership or Association)

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

Signature of Affiant

Sworn to and subscribed before, me this 19 day of September Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: Cel Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *OTHER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

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

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

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

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

INFORMATION SHEET

Contact Person: Larry Scott **Phone #:** 251 401 8316

Business Name: Lit Cigar Lounge Inc.

Corporation Name: Lit Cigar Lounge Inc.

Business Address: 258 Dauphin St. Mobile 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LR 7536 pg 854 Mobile **County** —;
(Enter book and page or document info)

Date 7/27/17
(Incorporation or Authority)

Is business equipped with table & chairs? yes **Building seating capacity:** 150

Does the premises have a fully equipped and operational kitchen? no

Is the place of business habitually used to serve food to the public? no

If not kitchen equipped, is any type of food served? — **If yes explain:**

Square Feet of building —

For a SPECIAL EVENT, list dates: from 9/8/22 **to** ←
Type of Event Sip & Paint

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social ___; Patriotic ___; Political ___; Athletic ___.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ___
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

OWNERS INFORMATION SHEET

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

Name of Applicant(s): Lit [illegible] Law of TK

Note: Your Corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

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

Full Name (*First, Middle, Last*) [illegible] Divide Scott E

Social Security #: [illegible] Race: [illegible] Sex: (✓) M ( ) F

Driver License#: [illegible] State [illegible]

Title (*i.e. Owner, President, Member*) [illegible]

Date of Birth: [illegible]

Place of Birth: [illegible] *County* [illegible] *State* [illegible] *Nation*

Present Address: [illegible] *Street Address (Apt#)* [illegible] *City* [illegible] *State* [illegible] *Zip Code*

Length of Time at Address: [illegible] Home#: [illegible] Cell#: [illegible]

****

Full Name (*First, Middle, Last*) [illegible]

Social Security #: [illegible] Race: [illegible] Sex: ( ) M (✓) F

Driver License#: [illegible] State [illegible]

Title (*i.e. Owner, President, Member*) [illegible]

Date of Birth: [illegible]

Place of Birth: [illegible] *County* [illegible] *State* [illegible] *Nation*

Present Address: [illegible] *Street Address (Apt#)* [illegible] *City* [illegible] *State* [illegible] *Zip Code*

Length of Time at Address: [illegible] Home#: [illegible] Cell#: [illegible]

****

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220912131004919

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SIP N PAINT **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 109 GOVERNMENT ST MARDI GRAS PARK MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT II **Home Phone:** 251-401-8316
Business Phone: 251-401-8316 **Cell Phone:** 251-401-8316
Fax: **E-mail:** LITCIGARS2017@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220912131004919

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: 1 blocks Nearest church: 5 blocks Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220912131004919

Initial each | **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature: Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220912131004919

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 09/28/2022 Ending Date: 09/28/2022
Special terms and conditions for special event/special retail:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Receipt Confirmation Page

Receipt Confirmation Number: 20220912131004919

Application Payment Confirmation Number: 60799449

Payment Summary	
Payment Item	**Fee**
Application Fee for License 140	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$150.00	$150.00	$300.00
			$0.00
Total Amount to be Charged	$150.00	$150.00	$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: MOBILE
Business Type: CORPORATION
Trade Name: **SIP N PAINT**
Applicant Name: **LIT CIGAR LOUNGE INC**
Location Address: 109 GOVERNMENT ST MARDI GRAS PARK
MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT
MOBILE, AL 36608

Contact Person: LARRY SCOTT II
Contact Home Phone: 251-401-8316
Contact Business Phone: 251-401-8316
Contact Fax:
Contact Cell Phone: 251-401-8316
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

EXPLANATION OF LAW VIOLATION

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

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

[signature] President

Signature & Title

Date: 9/14/22

****

PROPERTY OWNERSHIP

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

Property Owners / Lessors Address: _____

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

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7536 Pg:954
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
filed on 07/27/2017 01:21:21 PM
Don Davis - Probate Judge
Deed Tax $.00
Mortgage Tax $.00
Mineral Tax $.00
Mo Tax $.00
Judge Fee $.00
D P Fee $.00
Certified Fee $2.00
Recording Fee $5.00
TOTAL $61.00
$63.00
2017042324
BK:LR7536
PG:954

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this the 7th day of April, 2017

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

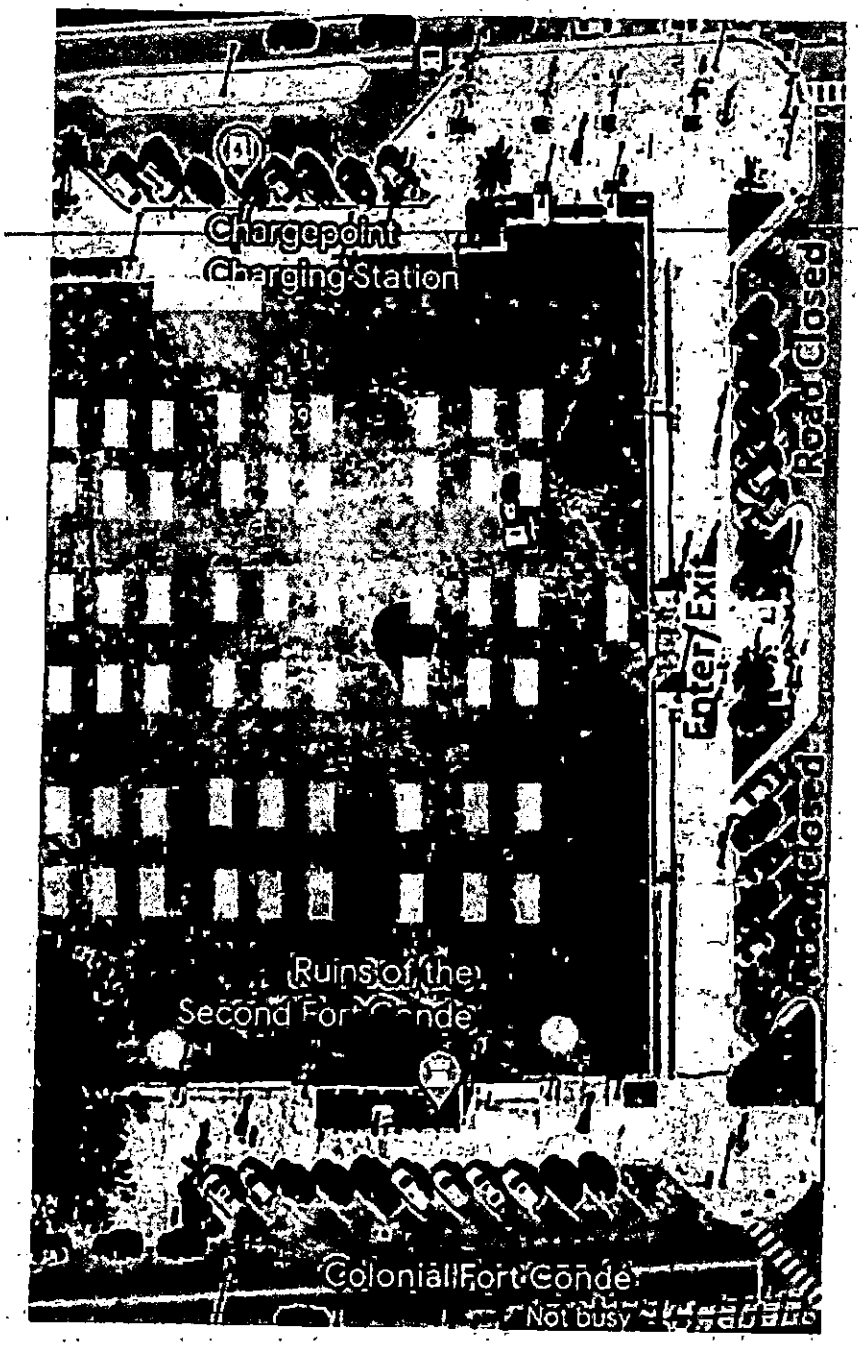
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019



DJ

Bar

Alpha Lit

Photo station

Check in

Paint Table

Canvas table

MPRD Information Table

55 tables 218 chairs

PARKS AND RECREATION

Monday, July 18, 2022

To Whom It May Concern:

The City of Mobile's Parks and Recreation Department will be hosting an event, Sip 'N Paint, on Wednesday, September 28, 2022. The event will begin at 6:00 pm and end at 9:00pm.

This event takes place at Mardi Gras Park at 104 S Royal Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge, Inc. to provide bar services during the event. Lit Cigar Lounge, Inc. will be able to set up a bar location within the event space at Mardi Gras Park during the event hours on September 28, 2022.

If you have any questions, please feel free to reach out to our office at (251) 208-1550.

Thank you,

Kati Wigfield

Kati Wigfield
City of Mobile
Parks and Recreation Department
Events Division

PARKS AND RECREATION

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

Scheduling Confirmation
Cooper Riverside Park

Facility: **Mardi Gras Park – 104 S Royal Street, Mobile, AL 36602**

Applicant: **Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Sip 'N Paint**

Equipment Needed:

Reservation Date
From: 9/28/22 at 6:00 pm To: 9/28/22 at 9:00 pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers C.J. Small and Joel Daves

Purpose and Scope of Project:

To accept contract amendment with Speaks & Associates Consulting Engineers, Inc.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	$10,877.50
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	9/13/2022
Adding Change Order Form	Cover Memo	9/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/13/2022 - 11:37 AM
Capital	Rhodes, Brenda	Approved	9/13/2022 - 4:09 PM
Legal	Kern, Chris	Approved	9/14/2022 - 1:05 PM
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilperson C. J. Small

WHEREAS, the City entered into a contract dated September 24, 2019 with Speaks & Associates Consulting Engineers, Inc. for engineering services on the project known as 2019 McRae Avenue Drainage Phase 2, City of Mobile Project No. 2019-3005-07; and

WHEREAS, the Contract amount for the engineering services was based on fee negotiations for the original scope of services between the City of Mobile and Speaks & Associates Consulting Engineers, Inc.; and whereas, the current original contract amount totals $25,000.00; and

WHEREAS, additional scope was added to the project thereby increasing the engineering services cost by $10,877.50; and

WHEREAS, the contract provides on Page 19 that the "Total fees to be paid the ENGINEER shall not exceed $25,000.00, unless authorized by the City";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of $10,877.50, for a total of $35,877.50, to be paid to Speaks & Associates Consulting Engineers, Inc. for engineering services on the 2019 McRae Avenue Drainage Phase 2 Project.

Adopted:

_____
City Clerk

CONTRACT AMENDMENT

PROJECT NAME: 2019 McRae Avenue Drainage Phase 2

PROJECT NO: 2019-3005-07

CONTRACT RESOLUTION NO: 21-881

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated September 24, 2019 to provide additional Professional Engineering Services in the amount of $10,877.50.

Original Contract Amount:	$25,000.00
Proposed Increase:	$10,877.50
Revised Contract Amount:	$35,877.50

Speaks & Associates Consulting Engineers, Inc.

City of Mobile
By:

Accepted By:

Mayor

WILLIAM G. LUKER
Owner/President

Attest:

Attest:

City Clerk

Witness/Secretary

9/2/2022
Date

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 9/13/2022

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

VENDOR NAME: Speaks & Associates Consulting Engineers Inc.

DISTRICT#: Select Item. #4

DEPT. PROJECT#: 2019-3005-07

REQUEST: Please Add Select option. $ 10,877.50 from Capital Project#/Title:

C0412 CIP McRae Ave Drainage PH 2

to contract# 2390

Total amount of Change Order: $ 10,877.50

Current contract amount: $ 25,000.00

Revised contract amount: $ 35,877.50

Comments: Needs Additional Services

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
A cooperative agreement between the City and MAWSS for the reconstruction of North McGregor Avenue.

Amount of Contract:
950,000.00

Funding Source

Project # MWP08: CIP Citywide MAWSS JT Participation, 2019-3005-19	**Discretionary Funds**
Project String MWP08	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Cover Memo	9/15/2022
agreement	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Rejected	9/15/2022 - 3:02 PM
Legal	Primm, Trish	Approved	9/15/2022 - 3:29 PM
Capital	Hollins, Tiffany	Approved	9/15/2022 - 4:16 PM
Mayors			9/15/2022 - 3:39

Office	Montgomery, Brandi	Approved	PM
Legal	Kern, Chris	Approved	9/15/2022 - 3:31 PM
Legal	Kern, Chris	Approved	9/15/2022 - 3:39 PM

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 Public Works Cooperative Agreement between the City of Mobile and the Mobile Area Water and Sewer System, for the reconstruction of North McGregor Avenue as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

PUBLIC WORKS COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE AND MAWSS FOR THE RECONSTRUCTION OF NORTH McGREGOR AVENUE

This agreement ("Agreement"), effective _____, 20____, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and the Board of Water and Sewer Commissioners of the City of Mobile, a public instrumentality providing water and sewer services, which does business as the Mobile Area Water and Sewer System ("MAWSS").

WHEREAS, the City of Mobile ("City") maintains North McGregor Avenue, a public road in the City limits, with a storm water drainage system that travels along, over and under it; and,

WHEREAS, the Mobile Area Water and Sewer System ("MAWSS") owns and operates a water and sewer system that is served by pipes and other underground facilities that run along, over and under North McGregor Avenue; and,

WHEREAS, the City and MAWSS are both governmental bodies that award contracts for public works through open and competitive bidding pursuant to the Alabama Public Works law, ALA CODE Sections 39-2-1 *et. seq*.; and,

WHEREAS, because MAWSS facilities and City facilities share space under the paved surfaces of North McGregor Avenue, with drainage, water, and sewage pipes in close proximity to each other, it is in the common interest of the parties and the public to repair those facilities at the same time. Cooperation on this project through a Public Works Cooperative Agreement will reduce the damage to the paved surface of the road and decrease the disruption of the traffic flow; and,

WHEREAS the City desires to award a contract for the reconstruction of North McGregor Avenue, Project No. 2019-3005-19, but will not proceed unless MAWSS is able to repair its underground facilities while the street is open; and

WHEREAS, after bidding the work, MAWSS is short up to $950,000.00 (the "Shortfall") to award a contract for the portion of the Project from Stein to the Roundabout (the "Additional Work"); and

WHEREAS the City desires to timely complete the Project and, to do so, is agreeable to providing MAWSS funds to cover the Shortfall in return for a credit with MAWSS in the same amount for work on City infrastructure by MAWSS contractors for which the City, but for said credit, would reimburse MAWSS;

NOW, THEREFORE, the parties do hereby agree to enter a Public Works Cooperative Agreement for the Reconstruction of North McGregor Avenue between the City of Mobile and MAWSS as follows:

FOR AND IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree as follows:

1. The City and MAWSS will award bids for infrastructure repairs to and the resurfacing of North McGregor Avenue from Old Shell Road to the Roundabout. The low bid on the City unit price contract is $1,767,061.91, based on estimated units. The low bid on the MAWSS unit price contract is $1,469,159.00 for work from Old Shell to Stein. MAWSS has sufficient funds to complete this phase of the Project. The low bid, plus CEI engineering costs (Construction, Engineering and Inspection), for the MAWSS Project from Stein to the Roundabout is up to $950,000.00. MAWSS lacks sufficient funds to award this phase of the Project, referred to in the MAWSS bid documents as Additive 1 (the "Additional Work").
2. The City will reimburse MAWSS for CEI engineering costs plus construction costs for the Additional Work in an amount not to exceed $950,000.00.

3. **INVOICING AND PAYMENT FOR THE ADDITIONAL WORK**

3.1 The City will issue a lump sum payment to MAWSS in the amount of $950,000.00 upon execution of this Agreement.
3.2 MAWSS will pay all invoices for the Additional Work.
3.3 Within thirty (30) days following final acceptance of the Additional Work, the City and MAWSS will complete the attached Certificate of Completion. The final cost for the Additional Work agreed to therein shall be credited to the City for City infrastructure work on MAWSS Public Works projects for which the City would otherwise reimburse MAWSS, and MAWSS will issue payment to the City for the amount, if any, by which $950,000.00 exceeds the final cost of the Additional Work.
3.4 MAWSS will exhaust the City Credit provided under paragraph 3.3 above before requesting payment from the City for work performed on City infrastructure in a MAWSS Public Works Project.
3.5 If any funds remain in the City Credit as of the expiration of this Agreement, MAWSS will issue a payment to the City in that amount no later than thirty (30) days thereafter.

4. **PERIOD OF PERFORMANCE**

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect for a period of four (4) years following final acceptance of the Project, the four year period commencing on the date of execution of the Certificate of Completion.

5. RESPONSIBILITIES OF THE PARTIES

5.1 The City and MAWSS shall each designate a person to act as its representative with respect to the Additional Work. Such person will have authority to transmit instructions, receive information, and interpret and define policies and decisions regarding the Additional Work.

5.2 The City and MAWSS shall cooperate with the Contractors performing the Additional Work and provide all applicable information and technical data in their possession or control reasonably requested by the Contractor.

6. **FORCE MAJEURE**

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other

industrial disturbances, acts of any governmental agencies, or other events beyond the reasonable control of the claiming party.

7. NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally with a receipted commercial courier service or delivered by the U.S. Postal Service as registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

CITY

_____

_____

_____

Attn:_____

MAWSS

_____

_____

_____

Attn:_____

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

8. SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation, and termination of this Agreement. Any other provisions hereof which by their nature are continuing shall survive any termination hereof.

9. MISCELLANEOUS

9.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not

covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

9.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

9.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

9.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

9.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

9.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the State or Federal Courts located in Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

9.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

9.9 Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.10 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and

in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

9.11 **By signing this Agreement, the City and MAWSS represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

9.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

CITY

By:_____
William S. Stimpson
Mayor
Signature

ATTEST:

By: _____
City Clerk
Date

MAWSS

By:_____

As its: _____

Name (Printed or Typed)

_____

_____

Date

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, 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 the above and foregoing instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 20__.

_____

(SEAL) Notary Public

My Commission Expires:_____

\\Citylawsrv\cycom\WPDocs\D009\P005\00110485.docx

EXHIBIT

CERTIFICATE OF COMPLETION

The City of Mobile ("City"), by and through its City Engineer, and the Mobile Area Water and Sewer System ("MAWWS"), by and through its Engineer, hereby certify that the Additional Work, as defined in the Public Works cooperative Agreement between the City of Mobile and MAWSS for the Reconstruction of North McGregor Avenue, entered _____ _____, is finally accepted by both parties and the total City payment to MAWSS for the Additional Work is $_____.

_____
Engineer, City of Mobile

_____
Engineer, Board of Water & Sewer Commissioners of the City of Mobile (MAWSS)

C: Director of Finance, City of Mobile

C: Chief of Staff, City of Mobile

C: Director, Board of Water & Sewer Commissioners of the City of Mobile (MAWSS)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve Item-based bid award for dive equipment for MPD.

ALEA grant.

Amount of Contract:
N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5698, 5699	DIVE EQUIPMENT	21	See bid tab	60 days.	(294884) Dive Rescue International, Inc; (297889) House of Scuba, Inc. (297975) Gulf Coast Pro Dive, Inc; Ocean Enterprises

Adopted:

_____

City Clerk

BID TAB FOR BID #5698

	Diver's Supply Inc			Gulf Coast Divers		Dive Pros		Dive Rescue International		House of SCUBA	
Item	Amount		Alternate Item	Amount	Alternate Item	Amount	Alternate Item	Amount	Alternate Item	Amount	Alternate Item
Aqualung Drysuit	$ 2,350.00	each		No Bid		$ 2,025.00		$ 1,830.00		No Bid	
Aqualung Dry Gloves	$ 59.95	pair		No Bid		$ 40.00		$ 52.75		No Bid	
Aqualung thermal Gloves X-Large	$ 19.95	pair		No Bid		$ 20.00		$ 15.00		No Bid	
Aqualung thermal Gloves Large	$ 19.95	pair		No Bid		$ 20.00		$ 15.00		No Bid	
Fins	$ 144.95	pair	1st; F4 & FS-15	No Bid		$ 180.00		$ 145.00	xt fins -l ES510-LG	$ 135.53	
						$ 3,134.00	Diving Unlimited International 111920sig				
Kevlar Gloves Large	$ 49.95	pair	Armortex 3mm	No Bid		$ 54.00		$ 35.70	GL 1650106L	$ 34.99	

Kevlar Gloves X-Large	$ 49.95	pair	Armortex 3mm	No Bid	$ 54.00		$ 35.70	GL 1650106XL	$ 34.99		
Shorty/farmer john	$ 339.90	set	NeoSport 3675MF & 3570MV	No Bid	$ 343.16	XS Scuba MS 760-L	No Bid		$ 245.96	Tilos S6026BK Standard Step-in Titanium	
Aqualung Boot	$ 79.95	pair		$ 89.50	$ 78.00		$ 40.00		$ 62.55		

San Diego Ocen Enterprises

Amount	Alternate Item
$ 1,775.00	
$ 27.00	
$ 22.00	
$ 22.00	
$ 150.00	
$ 37.00	

$ 33.00

$ 305.00

$ 59.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/23/2022	5698	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, July 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Qty 8	**Dive Equipment – wet suits, dry suits fins, etc** Hazmat Dive Equipment **Aqualung Enviro Hybrid SLT MTO Drysuit- Black in color; SKU: NIP-612215 or equal:** • HazMat Multi-Laminate bottom • Enviro Bi-Laminate top for superior mobility and flexibility • Chemical resistant polyurethane outer surface • Top of suit has exterior tape welded seams • Bottom has interior and Exterior welded seams • Tear and puncture resistant nylon inner • Comfort boots with 7mm liner • Permanently attached dry glove rings with replaceable wrist seals • Standard exhaust valve & standard inlet inflation valve • Attached hood and neck seal					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

page 2 of 6

- To include hood liner, internal suspenders, inflator hose, repair kit and a dry suit bag
- Seal-Lock Technology (SLT), is a modular seal replacement system that incorporates a neck ring retainer and compression fit wrist seals.
- Simple, innovative, and convenient, SLT enables quick and easy change out of worn or torn seals in the field
- Seal replacement must be without any glue.
- Must be able to be used with a neck seal/hood or neck seal only.
- Must allow for multiple divers with different size necks to use the same suit.

Sizes/Measurements to be provided upon award.

Make _____ Model _____

Qty 8

Aqua Lung EZ-On Dry Gloves or equal:

- Heavy duty with textured palm
- Compatible with above Dry Glove Lock System & Quick Glove Rings
- To include Thermal Liners and Glove Retention Ring.
- Should simply stretch over the wrist rings
- Fit both the round and oval wrist rings
- Textured exterior with woven cloth interior
- 14" Length

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Qty 8

Aqualung Thermal Fleece Glove or equal:

- Must not absorb moisture.
- Must be Machine Washable.
- Designed to be worn with above Dry Gloves

Make _____ Model _____ Size Large

Make _____ Model _____ Size X-Large

Qty 8

Dive Rite Fins

- Monoprene Blend Material.
- POM Swivel Buckle donning and adjustment.
- Blade shape designed for wide variety of kicks including frog kicks, modified flutter and power kicks.
- 12 inch pliable marine grade stainless steel spring-heel strap.
- Molded heel pad.
- Low profile finger hold.
- Size Large

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Qty 8

Akona Kevlar Dive Gloves or equal:

- Monoprene Blend Material.
- POM Swivel Buckle donning and adjustment.
- Blade shape designed for wide variety of kicks including frog kicks, modified flutter and power kicks.
- 12 inch pliable marine grade stainless steel spring-heel strap.
- Molded heel pad.
- Low profile finger hold.

Make _____ Model _____ Size Large

Make _____ Model _____ Size X-Large

Qty 8

Aqualung 6.5mm Shorty + Farmer John Wet Suit (2 Piece Suit):

- Sculpted Silhouette Sleeves are cut to mirror a gentle, natural flexion in the elbows.
- Step-Through Style.
- Hook-and-Loop ;ClosureLocated on both the right and left shoulders.
- Accommodates Boots Ankle zippers with gussets fit over boots.
- 6.5mm Thick neoprene
- Seams triple-glued and blind-stitched to keep water out.
- Knee pads with sealed stitches.

Sizes/Measurements to be provided upon award.

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		page 5 of 6					
Qty 8	**Aqualung Manta 5mm Boot or equal:** • Manta Boots feature a raised heel and built-in arch. Should ensures that your foot and ankle are stabilized. Seams to be glued and sewn. • Slip-Resistant. • Made of neoprene in 5mm and 6.5mm thicknesses for targeted warmth, with an additional neoprene insole • Durable: Closes with a heavy-duty, non-corrosive locking zipper and Elastic binding at the top. • Comes in a reusable mesh bag for drying and storage. Sizes/Measurements to be provided upon award. Make _____ Model _____ Upon award the City of Mobile will issue a Pruchase Order. To do so the Vendor must be registered in the City of Mobile's Vendor Self Service System. Registration is free of charge and not required to bid. These purchases will not be paid for with a credit card.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the

Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

See reverse side of page 1 of Bid for instructions and conditions.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS UNLESS SPECIFIED ABOVE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

BID TAB FOR BID #5699

	Diver's Supply Inc		Gulf Coast Divers		Dive Pros		Dive Rescue International		House of SCUBA	
Item	Amount	Alternate Item	Amount	Alternate Item	Amount	Alternate Item	Amount	Alternate Item	Amount	Alternate Item
Dive Computer	$ 1,159.00		$ 975.00	(discontinued - may find some)	$ 975.00	Shearwater Perdix 2 TI	$ 750.00	Shearwater Perdix 2 TI; 13301	$ 843.75	new version
Transmitter	$ 425.00		$ 388.00		$ 270.00	Swift	$ 299.00	Shearwater Swift; 17001	$ 324.00	new version
	$ 1,584.00		$ 1,363.00		$ 1,245.00		$ 1,049.00		$ 1,167.75	
Clevis	$ 112.50		No Bid		$ 109.45		$ 89.55	Ronstan & Dive rescue 6711B	$ 99.50	
Regulator	$ 889.00		$ 899.00		$ 795.00		$ 439.00	Apeks RG12211 2/RG1221 11	$ 567.11	
Light Monkey	$ 1,040.00		No Bid		$ 732.00		No Bid		$ 894.38	

Mask	$ 835.00		$ 899.00		$ 778.95		$ 499.00	OTS GRD-BB-1 (920001-001)	$ 788.87	
6802	$ 454.00		$ 439.00	(No Guarantee it is compatible)	$ 399.00		$ 243.31	Dive Rescue 6802Y	$ 428.03	
6810	$ 1,550.00	Nohoses	$ 1,555.00	No hoses	$ 4,637.00	unit w/hoses	$ 1,275.00 $ 2,325.00 $ 3,600.00	OTS MK7 900104-000 hose	$ 4,818.47	
BCD	$ 789.00		No Bid		$ 638.00		$ 405.00	Apeks Black Ice	$ 603.34	Exotec
					$ 723.00	APEKS EXOTEC	Discontinued?			
Raptor Shears	$ 139.95		No Bid		$ 96.50		$ 89.00		$ 47.50	
High VIZ line cutter	No Bid		$ 35.00		$ 26.00	EEZYCUT	$ 37.25	EEZYCUT	$ 20.25	
DRI Chest Harness	$ 52.95		No Bid		$ 49.60		$ 40.59	Dive Rescue 6157	$ 45.10	

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/23/2022	5699	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, July 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Qty 8	**Dive Equipment – various equipment** Hazmat Dive Equipment **Shearwater Perdix Dive Computer AL OC/CC Trimix SKU: NIP-13003 or equal:** • Air, Nitrox, Trimix capable • Quick OC bailout from CC • 3 axis, tilt compensated, digital compass • Decompression • Dive Planning • Buhlmann GF algorithm • Optional VPM-B algorithm • Dive Logging • Upgradeable Firmware • Bluetooth Interface Make _____ Model _____					
	TOTAL					

page 1 of 11

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Qty 8

Shearwater Smart AL Transmitter:

- Must be compatible with above computer
- Collision avoidance system
- Randomized transmit interval
- 76 mm (L) x 34 mm (D)
- No tool installation / removal
- LED status indicator
- 200 msw Depth Limit
- +4C to 34C Operating Temperature Range
- -10C to +50C Short term temperature range
- 7/16" – 20NG Pressure port
- 300 bar/4350 psi Rated Air Pressure
- 0.14 bar / 2 psi Pressure reporting resolution
- 450 bar / 6525 psi HP port proof pressure
- 5% full scale accuracy
- <3.5 bar (50 psi) Zero Offset
- 7 bar (100 psi) Activation pressure
- 3.5 bar (50psi) De-activation pressure

Make _____ Model _____

The above items to be awarded all or none.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	page 3 of 11					
Qty 8	**DRI Snap Shackle with Clevis:** • Maximum Working Load: 2430lbs. • Breaking Load: 4850lbs. • Weight: 4.8 oz. • Eye Diameter: 5/16 inch. • Jaw Width: .69 inch (17.5 mm). • Length: 3 15/16 inch. • Heavy duty plunger springs and precision components ensure dependable service. • Body and hasp profiles are designed for easy clearance of lines and fittings when released. • High strength to weight ration. • Split ring on plunger pin is spot welded for security. • Lanyard can be attached to the plunger pin for easy opening. • One-inch tubular webbing (finished length 5.5") as a quick release lanyard easily grabbed by gloved hands. Make _____ Model _____					
Qty 8	**Aqualung MTX-R Regulator or equal:** • Compact environmentally dry sealed diaphragm system. • Over-moulded first stage endcap & environmental. • Easy to grip DIN hand-wheel or over-moulded yoke hand-wheel, only requires one hand to release.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

- DIN, Yoke and M26 Thread available, 300bar, 232bar and M26 300bar (O2) respectively.
- 5 x 3/8" UNF (Unified National Fine) medium pressure ports.
- 2 x 7/16" UNF high pressure ports.
- The 5th 3/8" UNFmedium pressure port includes a protective bumper when not in use.
- Forged first stage body with heat exchanging ribs.
- Angled HP ports.
- Forged rotating turret with medium pressure ports in a parallel direction.
- Ribbed diaphragm clamp.
- Double swivel hose.
- Octopus use - EN250A to 60 meters cold water.
- Nitrox/Oxygen compatible – Up to 40% O2.
- No dive adjustment controls, pre-settable cracking effort or venturi control by an qualified technician.
- High performance pneumatically balanced lever operated poppet valve.
- Large, self-flushing controllable purge button.
- Front cover with over-moulded elastomer incorporates a formed chrome plated brass plate.
- Large protective elastomer bumpers on the side and on the top to protect the second stage from impacts and scratches.
- Reversible second stage for either a left or right hand gas supply configuration.
- A heat exchanger (patented) which surrounds the valve mechanism, dissipates the cold caused by gas expansion while drawing in the warmth of the ambient water.

TOTAL

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READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	page 5 of 11 • Removable bungee necklace with lock out feature for retaining second stage in the mouth of an unconscious diver during rescue • Flexible nylon braided hose • Color coded octopus hose Make _____ Model _____					
Qty 8	**Light Monkey 5-12 watt led light (1200 lumens) or equal:** • Twist on/off activation with double o-ring seal. • Powered by a 5.2aH (57.5wH) Li-Ion battery pack. • Minimum 300 minutes of burn time. • 1200 Lumen output at 6000 Kelvin. • Length - 7.5" (9 cm). • Diameter - 2" (5 cm). • Dry Weight - 2.38 lbs (1.08 kg). • Negative in Water - .69 lbs (.15 kg). • Recharge time from complete discharge - maximum 3 hour. Make _____ Model _____					
Qty 3	**7610-OTS Guardian FFM Mask with ABV, LP Hose and Bag (Black Frame) or equal:** The OTS Guardian FFM Mask is currently used by members of the Underwater Search and Recovery Detail and interfaces with a current OTS Mk – 7 Intercom. ***The new masks must interface with the existing OTS MK-y Intercom system.***					
				TOTAL		

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	page 6 of 11					
	• Removable 2nd stage (can't be used w/o mask) • Made of a one-piece, non-rigid silicone skirt combined with injection-molded, high-impact, glass-filled ABS plastic frame and regulator housing. • A double face seal and slightly smaller oral nasal cavity to fit most faces. • Equalization occurs through a nose block. • Air flow is directed up over the visor to eliminate fogging and through one-way valves in the oral nasal pocket to reduce CO2 retention. • 2nd stage comes off the right shoulder and uses a standard LP hose. • Includes a communications port for easy installation of a Buddy Phone® or ear/microphone assembly to connect an OTS Diver Communications Unit such as the Aquacom® SSB-2010. • To includes OTS' Ambient Breathing Valve®, Mask Bag, and LP hose • Black in color Make _____ Model _____					
Qty 1	**6802Y – Y OTS Yad Y adapter for MK7:** ***The adapter will be used and compatible with existing equipment the unit already has.*** • The adapter must allow for two divers too plug into one communications port. • Compatible with MK-7 Intercom System. Make _____ Model _____					
			TOTAL			

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Qty 1	**6810- OTS Mk –7 intercom (Buddy Line) or equal:**						

The OTS Mk Intercom buddy line must interface with the existing OTS MK-y Intercom system.

Features	**MK2-DCI**	**ComBox**	**MK-7**
Battery Life	20 hrs continuous use	6 hours continuous use with alkaline batteries	12 hours continuous use
Frequency Reponse	600 to 12,000 Hz	600 to 10,000 Hz	600 to 10,000 Hz
Output Power (watts)	20	20	2
Charging Time	14 hours with optional gel-cell batteries	14 hours with optional rechargeable batteries	14 hours with optional rechargeable batteries
Controls	Volume: Tender, Diver 1 & 2, Speaker, Cross Talk, PTT, Speaker On/Off, Select diver 1,2 or both	Volume: Tender, Diver 1, PTT	Volume: Tender, Diver 1, Diver 2
Speakers	Heavy duty front panel or optional headset with boom microphone	Heavy duty, **"Silver Bullet"** front panel (10 full watts)	Headset with boom micro-phone
Low Battery Indicator	LED type battery meter	n/a	Audio Tone
Battery Type	(2) 6 volt lantern batteries (heavy duty) or Optional (2) RB-6V rechargeable batteries.	(16) AA alkaline batteries or 2 RB-11 NiMH battery packs	(8) AA alkaline batteries or optional RB-11 NiMH battery pack *RB-11 only works with OLD style MK-7 with battery snaps. New MK-7 only has AA battery option*
Dimensions (W x H x D)	14" x 10.60"x 6.5" 14 lbs	9" x 7.85" x 3.7" 3.5 lbs	4.35" x 6.725" x 3.0" 1.5 lbs (w/batteries)

Make _____ Model _____

TOTAL

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		page 8 of 11					
Qty 3	**Aqualung APEKS Black Ice BCD or equal Size Large/ XL:**						

- Wrapture™ harness system (pat. pend.) – Using patented swivel shoulder buckles and a proprietary, ultra-thin back plate, the Wrapture™ provides unsurpassed comfort and stability. Wrapture™ prevents the BC from "riding-up" on the surface. Out of the water, the Wrapture keeps the cylinder close to your center of gravity and transfers the weight to your hips. The result is the ability to stand up straight with a cylinder that is perfectly vertical.
- Because of the multiple size settings at the top of the shoulders as well as either side of the waistband, a custom fit can be achieved through any one of 3 sizes.
- SureLock II Mechanical Weight Release System (patented) – provides a safe, single-pull release. Inserting weight is as simple as insert and "click". With SureLock, your weights are secure in the BC. Once engaged, the only way to release the weight is to pull on the handle.
- Dual channel weight pockets in front along with non-ditchable weight pockets in back.
- Capable of holding up to 42 lbs. (19kg).
- The Black Ice can be rigged for twin cylinders using the optional twin cylinder kit (p/n 427106).
- There are 4 dump valves in all, one in each corner. 3 are proprietary flat valves are very streamlined and effective. The dump valve on the upper left is the rapid exhaust valve found at the top of the Powerline inflator.
- The Powerline inflator assembly boasts one of the fastest inflation rates in the industry. This environmentally sealed unit has integrated clips to keep the l.p. inflator hose tucked in tight.
- The air cell has several pass-through that allow easy air transfer from left to right.

				TOTAL			

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	page 9 of 11					
	• A triple bladder retraction system is used to pull in the sides of the bladder during deflation. This keeps unit streamlined and reduces drag. • The left pocket is a fold down design with deep capacity, perfect for an extra mask. • The right pocket is a large utility pocket secured with a robust zipper. • Knife attachment points are found on the left pocket flap which will accommodate many of the Squeeze Lock knives. This location provides easy access to the knife. • Features 5 large, angled, stainless steel D-rings for all of your accessories. • Rolled neck collar for comfort. Make _____ Model _____					
Qty 8	**Raptor Shears:** • 420HC Stainless Steel Folding Shears • Ring Cutter • Ruler (5cm) • Oxygen Tank Wrench Make _____ Model _____					
			TOTAL			

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	page 10 of 11					
Qty 8	**High VIZ Line Cutter:** • Double-sided design. • Polycarbonate plastic frame • Able to cut line up to 8mm in width and can 2" inch webbing • Must come with a pouch able to slide onto any 2 to 2.5 inch wide 5 to 6cm • Blade made from 440a stainless steel Make _____ Model _____					
Qty 8	**DRI Chest Harness with Stainless Steel D-Ring or equal:** • Dimmesions: 9.00x7.00x1.00 in • Constructed with 2″ heavy nylon webbing • Welded stainless steel D-rings • Fully adjustable Make _____ Model _____					
	TO BE AWARDED ON AN ITEM BASIS UNLESS SPECIFIED ABOVE					
			TOTAL			

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BID CONTINUATION SHEET

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				Dollars	Cents	Dollars	Cents

Upon award the City of Mobile will issue a Pruchase Order. To do so the Vendor must be registered in the City of Mobile's Vendor Self Service System. Registration is free of charge and not required to bid. These purchases will not be paid for with a credit card.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the

Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

See reverse side of page 1 of Bid for instructions and conditions. **If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or** purchasing@cityofmobile.org.

TOTAL

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Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve Item-Based Bid Awards for large truck tire retreading services.

General fund.

Amount of Contract:
N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20220912 Retread Agenda Package Bids	Cover Memo	9/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5718	Large Truck Tires Retreading Services	2	See bid tab	Six months, renewable for five additional six-month periods.	(125001) Lee Rodgers Tire Co; (295959) Southern Tire Mart, LLC

Adopted:

_____

City Clerk

BID TAB 5718 TIRE RETREAD

	MCGRIFF	LEE RODGERS	GOODYEAR	SOUTHERN TIRE MART
BRM TREAD	$ 170.00	$ 145.00	$ 200.00	$ 155.00
LOGGER LUG	$ 143.50	$ 138.00	$ 155.00	$ 125.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/10/2022	5718	GARAGE	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 31, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TIRE RETREADING FOR LARGE TRUCK TIRES

Large Truck/Trailer Cold process (cold cure) method recapping.

Note: Enforcement of the seven (7) calendar day delivery will be in effect. Bidders unable to meet the delivery requirement will not be considered. Also, the successful bidder must avail recapping facilities to designated City personnel for our assurance that proper quality and process control is performed.
All retreading material shall be either Bandag, Goodyear Vipal or previously approved equal.

Tread depth – Large truck	Radial Highway	26/32"
	Radial Logger Lug	21/32"

If certain treads or sizes are not available in bidder's regular line retreading, bidder must furnish equivalent substitute at same price.

Successful vendor (s) will be responsible to make weekly pickup of tires that are set aside for retreading.

Tires are to be picked up and returned within seven (7) calendar days to the Municipal Garage, Gayle Street, Mobile, AL.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Note: All tires picked up if not retreadable must be returned. Recapping to be done on a weekly basis, except for emergencies.

Prices are to be net and firm for the period and be F.O.B. Mobile, AL, less all taxes.

The City of Mobile reserves the right to inspect process and premises of successful bidder prior to the award of bid.

If at anytime the supplier fails to fulfill or abide by any of the specifications or conditions herein specified, the City of Mobile reserves the right to cancel the agreement.

Furnish literature and specifications.

See reverse side of bid for instructions.

The City of Mobile waives Bid Bond as stated in Item 15 of instructions.

After the 6-month period, at the option of the successful bidder (s) and the City of Mobile, the prices may be extended up to five (5) additional 6-month periods after award of this bid.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41- 16-50 (a) and (d) will apply to this purchase.

TO BE AWARDED ON AN ITEM BASIS.

Price

Tire Retread, 11R22.5, BRM Tread, 26/32" Tread
C/S #11843 ____

Tire Retread, 11R22.5, Logger Lug Grip, 21/32"
City #1570002UN C/S 11956 ____

State Brand of Retread Material _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel for various locations.

General fund.

Amount of Contract:
Total of all is $193,624.15.

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

ATTACHMENTS:

Description	Type	Upload Date
20220915 Agenda Package Fuel POs	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14901	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,154.54	(279229) PETROLEUM TRADERS CORPORATION
14903	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28,500.80	(279229) PETROLEUM TRADERS CORPORATION
14917	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28500.80	(279229) PETROLEUM TRADERS CORPORATION
14918	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28,500.80	(279229) PETROLEUM TRADERS CORPORATION
14919	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28,500.80	(279229) PETROLEUM TRADERS CORPORATION
14921	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	$19,155.47	(279229) PETROLEUM TRADERS CORPORATION

14923	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	$19,155.47	(279229) PETROLEUM TRADERS CORPORATION
14925	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$19,155.47	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00014901-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	*BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8220.00 GALLON	2.69000	22111.80
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22111.80
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8220.00 EACH	0.00520	42.74
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To	Requisition 00014901-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22154.54

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22154.54	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014901-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014903-00 FY 2022
MUNICIPAL GARAGE	PO 22014037
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229	09/15/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.79000	28500.80
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28500.80
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014903-00 FY 2022
MUNICIPAL GARAGE	PO 22014037
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229	09/15/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28500.80

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28500.80	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014903-00 FY 2022
MUNICIPAL GARAGE	PO 22014037
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229	09/15/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014917-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.79000	28500.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28500.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014917-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28500.80

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28500.80	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014917-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014918-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.79000	28500.80
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28500.80
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014918-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28500.80

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28500.80	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014918-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014919-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.79000	28500.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28500.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7520.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00014919-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28500.80

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28500.80	716142.52
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014919-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014921-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7020.00 GALLON	2.69000	18883.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18883.80
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7020.00 EACH	0.03870	271.67
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00014921-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MOTOR POOL 745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19155.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19155.47	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014921-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014923-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7020.00 GALLON	2.69000	18883.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18883.80
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7020.00 EACH	0.03870	271.67
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00014923-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MOTOR POOL
7120 POINTE INVERNESS WAY	745 BROAD STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MOTOR POOL 745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19155.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	19155.47	716142.52
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014923-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014925-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7020.00 GALLON	2.69000	18883.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18883.80
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7020.00 EACH	0.03870	271.67
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To	Requisition 00014925-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 19155.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	19155.47	716142.52

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/13/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	09/13/22	DONALD ROSE	Auto approved by: 9105neej
Approved	09/13/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	09/13/22	JOHN PAINE	Auto approved by: 9105neej
Approved	09/13/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	09/13/22	JAMES NEESE JR	

Bill To	Requisition 00014925-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

Final

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to SHI International Corp for computer servers with processors for information technology.
ALEA Grant.

Amount of Contract:

$99,710.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220909 SHI Agenda Package POs	Cover Memo	9/9/2022

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14161	2022	(5000) INFORMATION TECHNOLOGY	7 HPE DL360 GEN10 PLUS SERVERS W/INTEL XEON GOLD 6346 PROCESSORS FOR INFORMATION TECHNOLOGY (AL STATE CONTRACT)	$99,710.80	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT #MA 999 190000000015 AND QUOTE #22402437.			
001	HPE DL360 GEN10+ 8SFF NC CTO SVR Hewlett Packard Enterprise - Part#: P28948-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	1580.16000	11061.12
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			11061.12
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	DL360 GEN10 PLUS 8SFF CTO SERVER Hewlett Packard Enterprise - Part#: P28948-B21#ABA Contract Name: Servers & Storage - HPE	7.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Contract #: MA 999 190000000015			
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	INT XEON-G 6346 CPU FOR HPE	14.00 EACH	2663.05000	37282.70
	Hewlett Packard Enterprise - Part#: P36934-B21 Contract Name: Servers & Storage - HPE			
	Contract #: MA 999 190000000015			
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			37282.70

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	FACTORY INTEGRATED HPE - Part#: P36934-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
005	HPE 32GB 2RX4 PC4-3200AA-R SMART KIT Hewlett Packard Enterprise - Part#: P06033-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	56.00 EACH	385.63000	21595.28
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			21595.28
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: P06033-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	1.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	HPE 480GB NVME RI M.2 MV SSD Hewlett Packard Enterprise - Part#: P40513-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	194.48000	2722.72
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			2722.72

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: P40513-B21#0D1 14 $0.00 $0.00 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	HPE DL36X G10+ X16/X8 M.2 NS204I-R RISER Hewlett Packard Enterprise - Part#: P26463-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	238.90000	1672.30
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1672.30
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	FACTORY INTEGRATED HPE - Part#: P26463-B21#0D1 Contract	7.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Name: Servers & Storage - HPE Contract #: MA 999 190000000015			
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	HPE SN1100Q 16GB 2P FC HBA Hewlett Packard Enterprise - Part#: P9D94A Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	944.61000	6612.27
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			6612.27

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: P9D94A#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MIT 651 CHURCH STREET MOBILE, AL 36602			
013	HPE 10GBE 2P BASET QL41132 ADPTR Hewlett Packard Enterprise - Part#: P08437-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	312.84000	2189.88
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			2189.88
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	FACTORY INTEGRATED HPE - Part#: P08437-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

015	HPE 10GBE 2P BASET QL41132 OCP3 ADPTR Hewlett Packard Enterprise - Part#: P10103-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	227.22000	1590.54
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1590.54

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
016	FACTORY INTEGRATED HPE - Part#: P10103-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
017	HPE DL36X GEN10+ HIGH PERF FAN KIT Hewlett Packard Enterprise - Part#: P26477-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	212.47000	1487.29
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1487.29
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
018	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: P26477-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
019	HPE 800W FS PLAT HT PLG LH PWR SPLY KIT Hewlett Packard Enterprise - Part#: P38995-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	115.94000	1623.16
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1623.16

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 15

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
Fax 732-868-6055

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
020	HPE 800W II FS PLAT HTPLG PWR SUPPLY KIT Hewlett Packard Enterprise - Part#: P38995-B21#0D1 14 $0.00 $0.00 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
021	HPE ILO ADV 1-SVR LIC 3YR SUPPORT Hewlett Packard Enterprise - Part#: BD505A Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	208.44000	1459.08
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1459.08
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
022	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: BD505A#0D1 Contract Name:	7.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 17

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Servers & Storage - HPE Contract #: MA 999 190000000015			
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
023	HPE 1U GEN10 BEZEL KIT HPE - Part#: 867998-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	29.47000	206.29
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			206.29

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
024	FACTORY INTEGRATED HPE - Part#: 867998-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
025	HPE DL360 GEN10+ HIGH PERF HEAT SINK KIT Hewlett Packard Enterprise - Part#: P26479-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	14.00 EACH	61.64000	862.96
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			862.96
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
026	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: P26479-B21#0D1 Contract Name: Servers & Storage - HPE	14.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 20

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
Fax 732-868-6055

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Contract #: MA 999 190000000015			
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
027	HPE DL300 G10+ 1U SFF EASY INST RAIL KIT Hewlett Packard Enterprise - Part#: P26485-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	99.28000	694.96
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			694.96

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 21

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
028	FACTORY INTEGRATED HPE - Part#: P26485-B21#0D1 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.00000	0.00
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 22

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
029	HPE SR100I GEN10 PLUS SW RAID FIO HPE - Part#: P28417-B21 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	0.22000	1.54
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			1.54
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
030	HPE 5Y TECH CARE BASIC SVC Hewlett Packard Enterprise - Part#: HU4B2A5 Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	1.00 EACH	0.00000	0.00

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 23

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

031	HPE PROLIANT DL360 GEN10+ SUPPORT Hewlett Packard Enterprise -	7.00 EACH	1198.31000	8388.17

Part#: HU4B2A5#ZSA Contract
Name: Servers & Storage - HPE
Contract #: MA 999 190000000015

1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			8388.17

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 24

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
032	HPE ILO ADVANCED NON BLADE SUPPORT 7 $37.22 $260.54 Hewlett Packard Enterprise - Part#: HU4B2A5#R2M Contract Name: Servers & Storage - HPE Contract #: MA 999 190000000015	7.00 EACH	37.22000	260.54
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			260.54
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 25

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 99710.80

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-CYBMIT .CAPEQUIPMT. .	99710.80	37392.69

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5300.30.15.0000.0000.1530.0000.0000.47010.	99710.80	

MISC POLICE GRANTS EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/18/22	MARK PEARSON	Auto approved by: 91057606
Approved	08/18/22	SCOTT KEARNEY	
Approved	08/19/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	08/19/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	08/19/22	TRAVIS MARSHALL	
Approved	08/19/22	RANDY THREADGILL	Auto approved by: 910519482
Approved	09/08/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/08/22	DONALD ROSE	Approved by: 9105fola
Approved	09/08/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/08/22	JOHN PAINE	Auto approved by: 910516727
Approved	09/08/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00014161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 26

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/22	272641	08/19/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
HPE Servers, Storage Solutions Amendment #1

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
190000000015-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Jeremy	Neff	Jeremy_neff@shi.com	

3 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
8/24/2021

End Date
10/9/2023

Documents

- Final_MA_999_190000000015_3_MA_FORM_ADV_PDF.PDF
- Final_MA_999_190000000015_3_MA_FORM_ADV_PDF.PDF
- HPE SHI International.pdf
- Final_MA_999_190000000015_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
HPE Servers, Discount: 33%	190000000015-999-1-1	0.00	Each

Item Name	Product Code		UOM
HPE Storage Solutions, Discount: 40%	190000000015-999-1-2	0.00	Each
HPE - Services, Discount: 26%	999-1-3	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for replacement loading arm mast assembly and wiring harness for 2015 New Way garbage truck.

General fund.

Amount of Contract:

$25,584.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220909 Sansom Agenda Package POs	Cover Memo	9/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14234	2022	(2050) FLEET MANAGEMENT-GARAGE	LOADING ARM MAST ASSEMBLY AND WIRING HARNESS FOR 2015 NEW WAY BODY GARBAGE TRUCK (SEALED BID 5725)	$25,584.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014234-00 FY 2022
MUNICIPAL GARAGE	PO 22013730
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID # 5725 AND YOUR QUOTE			
001	ASSY, VERT MAST, NEW WAY # 132265	1.00 EACH	24376.00000	24376.00
	1 7000.40.20.0000.0000.2070.0000.0000.45050.			24376.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	JOHN EVANS			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Work Order: 165125			
	Work Order Task: 1			
002	HARNESS, BODY, NEW WAY MA # 121567	1.00 EACH	1208.00000	1208.00
	1 7000.40.20.0000.0000.2070.0000.0000.45050.			1208.00

Bill To	Requisition 00014234-00 FY 2022
MUNICIPAL GARAGE	PO 22013730
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
JOHN EVANS

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Work Order: 165125
Work Order Task: 1

Requisition Link

Requisition Total 25584.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	25584.00	
MOTOR POOL EXP REPAIR PARTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/02/22	MICHAEL SPAFFORD	Requisition item removed chang
Approved	08/23/22	CHARLES SUMRALL	Asset 54225 Hard Down Harness
Approved	09/06/22	CHARLES SUMRALL	
Approved	08/23/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/23/22	JAMES DELAPP	

Bill To	Requisition 00014234-00 FY 2022
MUNICIPAL GARAGE	PO 22013730
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/23/22	MARC VASSALLO		Auto approved by: 910518527	
	Approved	09/06/22	KINA ANDREWS		Auto approved by: 910520042	
	Approved	09/06/22	JAMES DELAPP		Auto approved by: 910520042	
	Approved	09/06/22	MARC VASSALLO			
	Approved	09/07/22	DONNA MICHELE STANLEY		Auto approved by: 9105spam	
	Approved	09/07/22	DONALD ROSE		Auto approved by: 9105spam	
	Approved	09/07/22	SANDRA LEWIS		Auto approved by: 9105spam	
	Approved	09/07/22	JOHN PAINE		Auto approved by: 9105spam	
	Approved	09/07/22	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5725

PARTS, SIDE LOADER GARBAGE TRUCK

	SANSOM EQUIPMENT	RUSH TRUCK CENTER
ASSY, VERT MAST, NEW WAY #132265	$24,376.00	--
HARNESS, BODY, NEW WAY MA #121567	$1,208.00	--
HARNESS ETR CNT MDL WRG, CUMMINS #5590369	--	$850.00
HARNESS – CAB ALLISON, PETERBILT #S92-6061-001	--	$699.88
HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433	--	$675.25
HARNESS – ENG PX-9, PACCAR #P92-9241-0022100	--	$2,275.50

**WARD INTERNATIONAL TRUCKS – NO BID

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 004

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/29/2022	5725	GARAGE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 2, 2022

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	PARTS, SIDE LOADER GARBAGE TRUCK					
1-3	ASSY, VERT MAST, NEW WAY #132265					
	MAKE_____MODEL_____					
1-3	HARNESS, BODY, NEW WAY MA #121567					
	MAKE_____MODEL_____					
1-3	HARNESS ETR CNT MDL WRG, NEW WAY #5590369					
	MAKE_____ MODEL_____					
1-3	HARNESS – CAB ALLISON, PETERBILT #S92-6061-001					
	MAKE_____MODEL_____					
1-3	HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433					
	MAKE_____MODEL_____					
1-3	HARNESS – ENG PX-9, PETERBILT #P92-9241-0022100					
	MAKE_____MODEL_____					
	ALL PRICES TO BE DELIVERED PRICING, FOB MOBILE. PLEASE QUOTE YOUR PRICES IN THE UNIT SPECIFIED IN THE BID.					
	UPON AWARD, THE CITY WILL PURCHASE MINIMUM QUANTITIES.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be good for 90 days after award. All prices quoted are to be delivered prices F.O.B Mobile If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **TO BE AWARDED ON AN ITEM BASIS**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to W W Grainger, Inc for 230 Avon C50 gas masks with filters for MPD.
General fund.

Amount of Contract:

$110,637.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220912 Grainger Agenda Package POs	Cover Memo	9/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11753	2022	(1530) POLICE ADMIN SERVICES	230 AVON C50 GAS MASKSW/FILTERS FOR MPD (SEALED BID 5707)	$110,637.80	(270017) W W GRAINGER INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011753-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
W W GRAINGER INC
1241 MONTLIMAR DR

MOBILE, AL 36609

Tel#251-661-1035
Fax 251-661-8613

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	270017				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5707 AND YOUR QUOTE			
001	GAS MASK - AVON C50 TWIN PORT APR SIZE LARGE GRAINGER #33X178 Vendor Item	115.00 EACH	368.86000	42418.90
	1 1000.30.15.1530.1534.1530.0000.0000.47020.			42418.90
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	GAS MASK - AVON C50 TWIN PORT APR SIZE MEDIUM GRAINGER #33X179 Vendor Item	115.00 EACH	368.86000	42418.90
	1 1000.30.15.1530.1534.1530.0000.0000.47020.			42418.90

Bill To	Requisition 00011753-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
W W GRAINGER INC	POLICE HEADQUARTERS
1241 MONTLIMAR DR	2460 GOVERNMENT STREET
	MOBILE, AL 36606
MOBILE, AL 36609	
Tel#251-661-1035	
Fax 251-661-8613	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	270017				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	FILTER - 4 PACK AVON CTCF50 RIOT AGENT FILTER GRAINGER #35ZU82 Vendor Item	150.00 PACK	172.00000	25800.00
1	1000.30.15.1530.1534.1530.0000.0000.47020.			25800.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 110637.80

Bill To	Requisition 00011753-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
W W GRAINGER INC
1241 MONTLIMAR DR

MOBILE, AL 36609

Tel#251-661-1035
Fax 251-661-8613

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	270017				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.47020.	110637.80	133765.48

SPECIAL OPERATIONS DIV EXP EQUIPMENT (LESS THAN $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/09/22	DONNA MICHELE STANLEY	GL Allocation, GL Allocation,
Approved	09/09/22	DONNA MICHELE STANLEY	
Approved	09/09/22	DONALD ROSE	Auto approved by: 910514396
Approved	09/09/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	09/09/22	JOHN PAINE	Auto approved by: 910514396
Approved	09/09/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

BID Tab
5707

	BLAISINGFIRE		DANA SAFETY		TECHNOLOGY INTERNATIONAL		BOTACH IND	
GAS MASK LARGE	$ 359.00	$ 41,285.00	$ 394.78	$ 45,399.70	$ 507.20	$ 58,328.00	$ 415.00	$ 47,725.00
GAS MASK MEDIUM	$ 359.00	$ 41,285.00	$ 394.78	$ 45,399.70	$ 507.20	$ 58,328.00	$ 415.00	$ 47,725.00
FILTERS	$ 171.00	$ 25,650.00	$ 154.52	$ 23,178.00	$ 180.00	$ 27,000.00	$ 160.00	$ 24,000.00
		$ 108,220.00		$ 113,977.40		$ 143,656.00		$ 119,450.00
local vendor prefernce		$ 113,631.00		$ 119,676.27		$ 158,021.60		$ 131,395.00

BID 5707

	GT DISTRIBUTORS		GRAINGER	
GAS MASK LARGE	$ 415.83	$ 47,820.45	$ 368.86	$ 42,418.90
GAS MASK MEDIUM	$ 415.83	$ 47,820.45	$ 368.86	$ 42,418.90
FILTERS	$ 159.44	$ 23,916.00	$ 172.00	$ 25,800.00
		$ 119,556.90		$ 110,637.80
local vendor prefernce		$ 131,512.59		$ 110,637.80

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/19/2022	5707	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	AVON C50 GAS MASK					
Qty 115-250	Gas mask – Avon C50 Twin Port APR. Size Large. No Substitution. Make _____ Model _____					
Qty 115-250	Gas mask – Avon C50 Twin Port APR. Size Medium. No Substitution. Make _____ Model _____					
Qty 150-500	Gas mask filter – Avon CTCF50 Riot Agent Filter 4 Pack. No Substitution. Make _____ Model _____					
	City will purchase minimum quantities shown upon award of bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Pricing to be firm for a 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for two (2) additional 1-year periods.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

See reverse side of page 1 of Bid for instructions and conditions.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

	TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for IPads for Public Services.

General fund.

Amount of Contract:

$31,748.76

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

ATTACHMENTS:

Description	Type	Upload Date
20220915 CDW Agenda Package POs	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14705	2022	(2070) PUBLIC SERVICES ADMINISTRATION	36 IPADS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	$31,748.76	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014705-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2018.2070.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 1

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/07/22	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NATIONAL IPA TECHNOLOGY CONTRACT AND PER SOURCEWELL 081419 CDW			
001	ITEM: Apple iPad mini Wi Fi Cellular 6th generation tablet 64 GB 8 3 Supplier Part No: 6698863 Manufacturer Part No: MK8C3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 33485 NIGP: UNSPSC: 43211509	36.00 EACH	664.98000	23939.28
	The Above Line Item Is For Department: PUB SV MNT			
1	1000.40.20.2070.2018.2070.0000.0000.44020.			1994.94
2	1000.40.20.2070.2086.2070.0000.0000.44020.			21944.34

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUB WORKS-STORM DRAIN & H E
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Bill To	Requisition 00014705-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2018.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/07/22	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000	36.00 EACH	158.69000	5712.84
	The Above Line Item Is For Department: PUB SV MNT			
	1 1000.40.20.2070.2018.2070.0000.0000.44020.			476.07
	2 1000.40.20.2070.2086.2070.0000.0000.44020.			5236.77
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	ITEM: OtterBox Defender Series Case for iPad mini 6th gen Black Supplier Part No: 6838005 Manufacturer Part No: 77-87476 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 53121705	36.00 EACH	58.24000	2096.64

Bill To	Requisition 00014705-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/07/22	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	The Above Line Item Is For Department:		PUB SV MNT	
1	1000.40.20.2070.2018.2070.0000.0000.44020.			174.70
2	1000.40.20.2070.2086.2070.0000.0000.44020.			1921.94

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUB WORKS-STORM DRAIN & H E
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 31748.76

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.44020.		
FORESTRY EXP OPERATING SUPPLIES	2645.71	37828.11
1000.40.20.2070.2086.2070.0000.0000.44020.		
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES	29103.05	801582.09

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment

Bill To	Requisition 00014705-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	PUBLIC WORKS ADMIN.
230 N MILWAUKEE AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERNON HILLS, IL 60061	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/07/22	272932				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/07/22	KINA ANDREWS		Auto approved by: 910518527	
	Approved	09/07/22	JAMES DELAPP			
	Approved	09/07/22	MARC VASSALLO		Auto approved by: 910518527	
	Approved	09/13/22	DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	09/13/22	DONALD ROSE		Approved by: 9105fola	
	Approved	09/13/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	09/13/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	09/13/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide exterior repairs at the Arthur R. Outlaw Convention Center

Amount of Contract:

$550,000.00

Funding Source

Project # Convention Center – Exterior Repairs CN-079-20 Rebid	**Discretionary Funds**
Project String C0577 Convention Ctr-Exterior Painting (20002000-48010)	**Contract Number:**4025
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	9/13/2022 - 4:09 PM
Capital	Rhodes, Brenda	Approved	9/13/2022 - 4:25 PM
Legal	Kern, Chris	Approved	9/14/2022 - 1:11 PM
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:
To accept a contract with Mott MacDonald Alabama, LLC for Design Services.

Amount of Contract:
$310,000.00

Funding Source

Project # C0724 **Discretionary Funds**

Project String 2000200048020 **Contract Number:**4028

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Design Services	Cover Memo	9/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/13/2022 - 1:10 PM
Capital	Rhodes, Brenda	Approved	9/13/2022 - 3:17 PM
Legal	Kern, Chris	Approved	9/14/2022 - 1:13 PM
Mayors Office	Montgomery, Brandi	Approved	9/15/2022 - 2:35 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cypress Shores Drainage Improvements COM Project#2022-3005-09

PROJECT #: C0724 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Design Services

CONTRACT AMOUNT: $310,000.00

VENDOR NAME: Mott MacDonald Alabama, LLC.

VENDOR NUMBER: 275490

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ 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: Jessica White **Date:** 9/12/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Mott MacDonald Alabama, LLC

Project Name: Cypress Shores Drainage Improvements
COM Project No. 2022-3005-09

Estimated Cost: $310,000.00

Adopted:

_____
City Clerk

MASTER SERVICES AGREEMENT BETWEEN
THE CITY OF MOBILE AND
MOTT MACDONALD ALABAMA, LLC

This agreement ("Agreement"), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and **MOTT MACDONALD ALABAMA , LLC**. ("Engineer").

WHEREAS,

In consideration of the mutual covenants contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

This Agreement will cover professional engineering design and bidding services to complete **Cypress Shores Drainage Improvements** in the City of Mobile. The City of Mobile Engineering Department Number for this project is 2022-3005-09. The assigned tasks and services of this agreement will focus on, but not be limited to, the following:

1. Public Involvement (Including two Public Meetings)
2. Topographic Survey and Easements
3. Environmental Services
4. Preliminary Engineering and Phasing
5. Final Design and Bid Assistance

The services to be performed by Engineer under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference. This project is expected to be divided into as many as four (4) phases of construction, with each phase having multiple submittals.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Engineer shall prepare a Task Order proposal containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Engineer for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

2.4 Each Task Order shall include a Not to Exceed amount and will be based on the hourly rate schedule located in Attachment C of this Agreement.

2.5 Once a Task Order has been approved, the Engineer will be given a Notice to Proceed. Engineering Services will begin within ten (10) days of Notice to Proceed.

3 INVOICING AND PAYMENT

For the performance by the Engineer of the services provided for in this Agreement, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the Engineer in connection with this Agreement, and subject to conformity with all provisions of this Agreement, the City will pay the Engineer on a time and materials basis as follows:

A. Engineer shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and reimbursable expenses incurred, if any. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Engineer within thirty (30) work days from the date of invoice.

B. The maximum amount payable to the Engineer for the work provided under this Agreement, including work performed by subcontractors or sub consultants, shall not exceed $310,000.00.

C. Compensation to be paid the Engineer for providing the professional services described in each Task Order shall have a Not to Exceed amount specifically for each Task Order and be in accordance with the rate schedule in Attachment C and the Disbursement Schedule in Attachment D. The rates shown in the Disbursement Schedule shall be inclusive of all phases (up to four).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect for a period of two (2) years unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Engineer shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

4.4 If the City deems it necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Engineer all applicable information and technical data in City's possession or control reasonably requested by Engineer for the proper performance of the Services.

5.3 City, where applicable, shall obtain or arrange for the following:

5.3.1 All relevant published advertisements for bids;

5.3.2 Unless otherwise provided in the Task Order, all necessary land, easements, and rights-of-way; and

5.3.3 City shall pay for any costs associated with the above items, as provided in the Task Order and in accordance with the Engineer's proposal attached.

6 ENGINEER'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Engineer shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Engineer shall not substitute designated project managers without the prior written approval of the City.

6.2 Engineer shall perform the Services as an independent contractor and not as City's agent or employee. Engineer shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The Engineer, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, applicable local ordinances, and will ascertain the practices of the City prior to beginning any work on this project. All work required under this Agreement will be performed in accordance with these standards and practices and any special requirements set forth in each Task Order.

7 CHANGE ORDERS

City or Engineer may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Engineer have been affected by such change properly approved, Engineer's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Engineer to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Engineer.

10 INSURANCE

10.1 Engineer will furnish to City copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Engineer will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written

notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Engineer shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Engineer or any portion thereof for a period of not more than 90 days by notice in writing to Engineer. Engineer shall resume the Services on receipt from the City of a written notice of resumption of the Services. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to Engineer. In such event, Engineer will be entitled to

Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Olivero, P.E.

ENGINEER

Mott MacDonald Alabama, LLC
107 St. Francis St., Ste 2900
Mobile, Alabama 36602

Attn: Drew Taylor, P.E

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Engineer and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.11 Compliance with 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.

17.12 Prohibition of Boycotting. The Consultant is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

17.13 Ani-Discrimination Clause. The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this AGREEMENT be awarded to socially and economically disadvantaged individuals and business entities.

17.14 Seal. This Agreement is executed under Seal by the Engineer.

18 ATTACHMENTS

A Task Order
B Change Order
C Hourly Rate Schedule
D Engineer's Fee Disbursement Schedule
E Professional Services Proposal
F Insurance
G Vicinity Map

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MOTT MACDONALD ALABAMA, LLC

By: _____

Print: KATIE PARKER

Its: SENIOR VICE PRESIDENT

Address: 107 SAINT FRANCIS ST, SUITE 2900
MOBILE, AL 36602

Telephone: 251-343-4366

STATE OF ALABAMA
CITY OF MOBILE

I, Amy Busbee, a Notary Public in and for said State and County, hereby certify that Katie Parker, whose name as Senior Vice President of Mott MacDonald Alabama, LLC. Is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 1 day of September, 2022.

_____
NOTARY PUBLIC

My Commission Expires: 9/10/2023

Attachment A

TASK ORDER

This Task Order (Number _____) is made this the ____ day of _____, 20___, by and between The City of Mobile ("City") and **MOTT MACDONALD ALABAMA, LLC.** ("Engineer") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ____ day of _____, 20___, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is 2022-3005-09, **Cypress Shores Drainage Improvements**. The Engineer Project Number shall be referenced in each invoice submitted by Engineer to City under this Task Order.

2. The Services to be performed by Engineer, the Project Schedule, The Deliverables, and the Compensation to be paid to Engineer for the performance of the Services under this Task Order is set forth in the Engineer's proposal that has been accepted by the City Engineer, attached hereto and incorporated herein by reference. A Scope of Services checklist may be included with this task if required.

CITY	**ENGINEER**
_____	_____
Signature	Signature (SEAL)
_____	KATIE PARKER
Name (Printed or Typed)	Name (Printed or Typed)
_____	9-1-2022
Date	Date
	_____
	Michael M. Gennaro, Executive V. P. and Secretary
	September 1, 2022

Attachment B

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____
Project No. 2022-3005-09

In accordance with Article 7 of the Master Services Agreement for **Cypress Shores Drainage Improvements** dated _____, 20__ ("Agreement") between the City of Mobile ("City") and **MOTT MACDONALD ALABAMA, LLC** ("Engineer"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Engineer's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**ENGINEER**
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment C

HOURLY RATE SCHEDULE

MOTT MACDONALD
2022 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 285.00
Principal Project Manager/Principal Scientist	$ 245.00
Principal Engineer/Principal Architect	$ 235.00
Senior Project Manager	$ 200.00
Senior Project Engineer	$ 190.00
Senior Project Architect	$ 190.00
Project Manager	$ 165.00
Project Engineer	$ 155.00
Project Architect	$ 140.00
Engineer IV/ Architect IV	$ 145.00
Engineer III/ Architect III	$ 125.00
Engineer II/ Architect II	$ 115.00
Engineer I/ Architect I	$ 105.00
Senior Specialist	$ 165.00
Specialist V	$ 135.00
Specialist IV	$ 115.00
Specialist III	$ 90.00
Specialist II	$ 75.00
Specialist I	$ 65.00
Planner	$ 110.00
Senior Designer	$ 160.00
Designer V	$ 145.00
Designer IV	$ 120.00
Designer III	$ 90.00
Senior Inspector/Inspector V	$ 120.00
Inspector IV	$ 90.00
Inspector III	$ 75.00
Inspector II	$ 70.00
Inspector I	$ 65.00
Technician II	$ 65.00
Technician I	$ 55.00
Principal Specialist - Surveyor	$ 150.00
Senior Surveyor	$ 145.00
Surveyor V	$ 130.00
Surveyor IV	$ 120.00
Surveyor III	$ 80.00
Surveyor II	$ 70.00
Surveyor I	$ 60.00
Administrative Assistant III & IV	$ 80.00
Administrative Assistant I & II	$ 60.00
1-Person with robotic equipment	$ 110.00
2-Person Survey Crew	$ 205.00
3-Person Survey Crew	$ 275.00
4-Person Survey Crew	$ 375.00

Notes

*** Hourly rates for special consultations and services in conjunction with litigation are available upon request.**

*** Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**

*** Rates for additional personnel can be provided upon request.**

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2022

Attachment D

ENGINEER'S FEE DISBURSEMENT SCHEDULE

The fee disbursements shown below are inclusive of all phases (up to four).

Public Involvement	$16,828.00
Topographic Survey and Easements	$87,883.00
Environmental Services	$5,912.00
Preliminary Engineering and Phasing	$127,799.00
Final Design and Bid Assistance	$63,251.00
Base Contract Amount	**$ 301,673.00**
Additional Services (If requested in writing by the City Engineer)	$ 8,327.00
Total Contract Amount including Additional Services	**$ 310,000.00**

Attachment E

PROFESSIONAL SERVICES PROPOSAL

MOTT MACDONALD

City of Mobile
City Engineer
Mr. Nick Amberger, P.E.
205 Government St., South Tower
3rd Floor
Mobile, AL 36602

Your Reference
Cypress Shores drainage improvements

Our Reference
502101167

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 343 4366
mottmac.com

Scope and fee proposal

July 26, 2022

Dear Mr. Amberger,

Thank you for the opportunity to provide professional engineering and design services to the City of Mobile (City) for improvements to the Cypress Shores community.

Mott MacDonald Alabama, LLC (MM) has provided the scope, fee proposal, and general project understanding of services within the following pages. MM proposes to perform these services on a Lump Sum basis in accordance. Invoicing will be presented monthly, based on time and materials expended each period.

Scope of work

It is our understanding that the City desires to improve roadside aesthetics and drainage in the Cypress Shores community, a 300-acre residential area nestled between I-10, Halls Mill Creek, and Rangeline Road. The project will consist of grading and stabilizing existing roadside ditches, replacing roadway and side drain pipes, drainage easement acquisition, and potentially drainage ditch shoring using sheet pile or other methods. The total roadway length to be analyzed and designed is estimated at 6.5 miles. Engineering tasks associated with this project may include the following: topographic survey, public involvement meetings, environmental studies and permitting, construction phasing, drainage easement acquisition, hydraulic study and drainage analysis, utility coordination and/or relocation, traffic control plans, erosion control, construction plans production, bidding and contracting assistance, and construction engineering and inspection.

Public involvement

MM will coordinate and attend, along with the City, two (2) public involvement meetings at a location near the project. The first meeting will be conducted prior to topographic survey. MM will schedule the meeting, compile property owner addresses using City GIS maps, prepare and mail letters to all property owners that adjoin the project limits, prepare schematics, attend the meeting, and collect public

input data. The second meeting will be conducted prior to the first construction phase. MM will schedule the meeting, prepare and mail letters to all property owners that adjoin the project limits, assemble phasing plans, provide construction plans and schematics, and attend the meeting.

Topographic survey

MM proposes to contract with Wattier Surveying (Wattier) to provide topographical survey. Survey will include control points and benchmarks throughout the site, recovering property corners and right-of-way monuments to establish the location of the right-of-way lines, full topo from ROW line to ROW line including 5' outside the ROW lines, digging out silted-in driveway pipes to measure accurate pipe sizes, open and measure inverts of all sewer manholes, roadway, driveways, underground utilities, and trees 12" diameter & larger. Topographic survey includes the existing drainage ditches that run parallel and/or between property lines. Survey cross sections will be performed every 50' within the drainage ditches. Lidar will be utilized in areas outside of the ROW. No surveying or staking will be provided during the construction phase. Wattier will assist MM in the development of up to eight (8) Easements, including descriptions, for acquisition by the City.

Environmental services

MM proposes to contract with Barry A. Vittor & Associates (Vittor) to perform environmental surveys and studies for wetland, stream, and endangered species impacts at the site. Vittor will conduct a windshield survey of the neighborhood to identify locations of any wetlands and streams that may be impacted, including recording geographic coordinates of each location and preparing a map that shows where the resources occur. Additionally, Vittor will conduct a survey of the project area for evidence of any plant or animal species listed by the U.S. Fish and Wildlife as Threatened or Endangered, and prepare a letter report for concurrence of the Service. Finally, Vittor will delineate and map any wetlands and streams that are determined to occur in the project area and that could be affected by the proposed drainage improvements. The delineation and documentation will be sufficient to support a Section 404 permit application, should it be necessary, to obtain Corps of Engineers authorization to perform the project.

Preliminary engineering and phasing

Preliminary engineering shall include hydrologic and hydraulic analysis to determine the required size of the ditches, cross drains, and side drains. The hydraulic design will be based on the following criteria: 10-year storm for side drains (checked for 25-year storm) and 25-year storm for cross drains (checked for 50-year storm) and will utilize the City's latest Stormwater Management Plan. Scour will be considered at the intakes and outfalls of cross drains to determine if mitigation will be required. Phasing shall consist of analyzing the site as a whole and dividing the site into phases based on funding availability and functionality of the drainage system. This work includes phasing schedules, schematics, cost estimates, recommendations, and meetings with the City. This work shall be considered the 30% submittal.

Final design

Final engineering design will commence once the City has agreed to the phasing schedule. MM will provide permitting activities including the development of a CBMPP/SWMPP and NOI. Final design plans will include benchmarks provided by Wattier, drainage plans, pipe replacement schedules, outfall improvements, ditch grading and stabilization, existing utilities surveyed by Wattier, traffic control, and erosion control. Traffic control may include design of temporary detour plans for use

during construction. Construction plans will be developed and submitted at design milestones of 60%, 90%, 100%, and Issued for Construction (IFC). Based on the phasing schedule established, MM will complete design of the first phase prior to beginning work on the second phase, and so on. Other final design duties will consist of coordinating with utilities, producing summaries of quantities, engineer's cost estimates, preparing special specifications, and bid documents. MM will utilize these documents to support the City's effort in Bidding and Contracting.

Timeline

MM will hold the first public involvement meeting within four (4) weeks of the Notice to Proceed from the City. Topographic survey will begin immediately following the meeting and will be complete within six (6) weeks, followed by one (1) week of compiling data into CAD format. MM will complete the 30% submittal within twelve (12) weeks of receiving Wattier's topographic survey files. Once the City has approved the 30% submittal and phasing schedule, MM will submit plans for the first construction project in accordance with the following schedule:

- 60% plans will be submitted within six (6) weeks
- 90% plans will be submitted within five (5) weeks of receiving the City's 60% comments
- 100% plans will be submitted within four (4) weeks of receiving the City's 90% comments
- IFC plans will be submitted within three (3) weeks of receiving the City's 100% comments

Plan sets for each subsequent construction project will be produced following the same schedule above. It is assumed there may be up to four (4) construction projects and corresponding plan sets. MM will not begin work on the second, third, or fourth construction project plan set until the City has directed us to do so in writing.

Lump Sum Fee Proposal (NTE)

Mott MacDonald proposes a lump sum fee for the project. Mott MacDonald's interdisciplinary and subconsultant fees are included in each development stage.

Description	Fee
Public involvement	$16,828.00
Topographic survey and Easements	$87,883.00
Environmental services	$5,912.00
Preliminary engineering and phasing	$127,799.00
Final design	$63,251.00
Lump Sum NTE Fee:	***$301,673.00***

Clarifications and Exclusions

1. The Lump Sum fee proposal includes expenses for travel, printing, and other miscellaneous costs related to the scope of work.
2. The site will be designed as a whole, and phases will be determined later based on estimated construction costs and funding availability. It is anticipated the project may result in up to four (4) sets of construction plans/phases.
3. Construction Engineering and Inspection (CEI) is not included in this proposal due to the uncertain construction limits, phasing, duration, and costs. We propose this contract be amended at a later date for CEI services.
4. The Lump Sum fee proposal includes administrative costs.
5. It is assumed that MM and their subconsultants will produce permit applications, but the City will submit the permits as the responsible official and be fiscally responsible for any pertaining fees. Permit applications may include ADEM NOI Construction Stormwater Permit, and USACE for wetlands.
6. The Lump Sum fee proposal does not include application fees, permit review fees, impact fees, etc. that are made payable to the various reviewing agencies to obtain project approval.
7. No roadway improvements are proposed in this scope, instead, in-kind pavement section details will be provided for any roadway pipe crossing repairs.
8. This proposal does not include geotechnical investigations or recommendations. Pipe replacement work will utilize knowledge-based backfill requirements, as identified by the City, for pipe bedding. This approach for pipe bedding will consist of 12" of Underwater Backfill (AASHTO A-3 sandy material) and 12" of Crushed Aggregate (ALDOT #57 or #467 stone).

Additional/Extra Services

Additional services can be furnished as a supplemental agreement to this request on a Lump Sum or hourly basis, per your request. Mott MacDonald will not begin work on any item outside of the approved scope of work without written approval.

Additional services may include but are not limited to:

1. Changes in scope of project and re-design of owner approved design options.
2. Value Engineering documentation for re-bid and/or development of design alternatives. Mott MacDonald will provide the City with an engineer's cost estimate based on historical bids; if there is a significant discrepancy between our estimated cost and that of the lowest bidder, we shall not be responsible for the additional time needed for plan or document changes without additional compensation.
3. Additional easements, if necessary, shall be compensated on a unit cost basis of $800 per each Easement.
4. Geotechnical services.

END OF PROPOSAL

Mott MacDonald appreciates the opportunity to work with the City on this important project. Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,

Drew Taylor, PE, CCM
Senior Project Manager
+1 (251) 404 3645
drew.taylor@mottmac.com

Katie Parker, PE
Senior Vice President
+1 (251) 370-3626
kathryn.parker@mottmac.com

Attachment F

INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2022

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 Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Mott MacDonald Alabama, LLC 107 Saint Francis Street Suite 2900 Mobile, AL 36602	INSURER A: Fireman's Fund Insurance Company — NAIC # 21873 INSURER B: American Automobile Insurance Company — 21849 INSURER C: Travelers Property Casualty Company of Ame — 25674 INSURER D: Lloyd's Syndicate 1886 — C5136 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W25906871 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	USC016868220	06/30/2022	06/30/2023	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	SCV010281-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000,000 $ $ $ $ 1000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-0S634559-22-NF	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW022362-22	06/30/2022	06/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			B080120388P22	06/30/2022	06/30/2023	Per Claim Per Agg	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Division Branch: Southeast

RE: City of Mobile - 2022-3005-09 Cypress Shores Drainage Improvements.

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 23034941 BATCH: 2660257

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of New Jersey, Inc.		Mott MacDonald Alabama, LLC 107 Saint Francis Street Suite 2900 Mobile, AL 36602
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 Employer's Liability, as permitted by law.

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SR ID: 23034941 BATCH: 2660257 CERT: W25906871

Policy Number:USC016868220
Named Insured: Mott MacDonald Group Inc

Sequential Endorsement Number: 4

GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities (145977 01 11)

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
See Page 1	SCW022362-22
	EFFECTIVE DATE **06/30/2022** SEE PAGE 1

Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

Standard Matters

21. In relation to every **Standard Matter**:

    a. the **Assured** shall have the right itself to deal with the claim or circumstance;

        i. as long as the claim or circumstance remains a **Standard Matter**:

        ii. the **Assured** will investigate and defend that claim or circumstance at its own cost; and

        iii. the **Assured** shall be at liberty to settle the claim or circumstance at a sum not exceeding GBP 1,000,000 (including the costs, fees and expenses of investigating, defending and settling the matter) and the cost of such settlement shall reduce the Aggregate **Self-Insured Retention** and shall be applied as set out in clause 9. above.

Termination

22. If the **Assured** fails to pay the Premium or any instalment of Premium in accordance with the Premium Payment Clause LSW 3001 attached and fails to make good that failure in full within fifteen days of written demand from Insurers then Insurers may at any time thereafter before the Premium or relevant instalment has been paid, cancel this Agreement in accordance with LSW 3001.

23. In the event of cancellation under the preceding clause:

    a. Insurers shall remain on risk for claims made and circumstances notified before the cancellation became effective;

    b. the **Assured** shall remain liable for payment of part of the Premium on a pro rata basis for the period that Insurers are on risk; and

    c. the full Premium shall remain payable to Insurers and such Premium may be retained by them pending resolution of all claims and circumstances notified to Insurers before the date of termination whereupon that sum shall be returned to the **Assured** after deduction of a sum equal to (i) the costs incurred by Insurers in investigating defending and settling any claims or circumstances or (ii) (if greater) the sum calculated in accordance with clause 23.b.

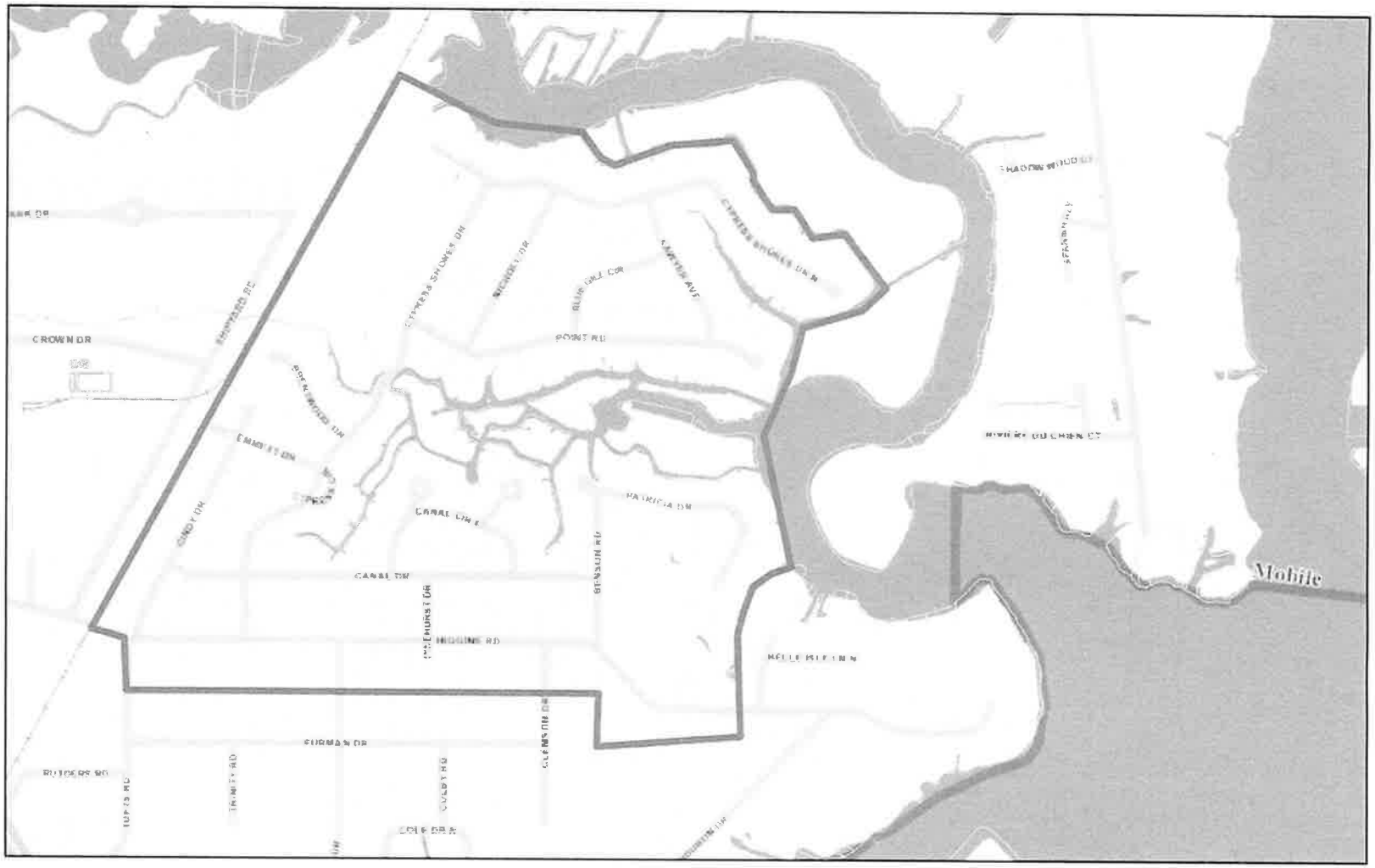
    d. In respect of those companies of the **Assured** that are domiciled in the United States of America or Canada, Insurers agree to provide 30 days Notice of Cancellation to the employers and/or principals in respect of those contracts undertaken by such companies and which have been declared to Insurers

24. If any request for indemnity is made by the **Assured** and the same is fraudulent as regards the amount or otherwise then Insurers may terminate this Agreement by written notice to the **Assured** and by refunding to the **Assured** all the Premium previously paid to the Insurer in respect of this Agreement. Termination by virtue of this clause 24, shall

Attachment G

VICINITY MAP

VICINITY MAP



7/28/2022, 10:54:49 AM

Parcel Details

1:12,000

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission. |

Attachment H

DBE WAIVER

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-09 Current Date 8 /30 /22

Project Description Cypress Shores Drainage Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a Master Services Contract for an engineering study and design services that will be executed by task order only. The tasks are specialized and small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 8/30/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) **(Title)** **(Date)**

Approved By (CAO)

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the followings Right-of-Way Deed, as needed for the Halls Mill Road and Demetropolis Road Intersection Improvement Project No. 2020-2006-01.

1. Right-of-Way Deed for Public Road from Halls Mills Ferndell, LLC, an Alabama limited liability company.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Director of Traffic Engineering of the City of Mobile.

Adopted:

_____

City Clerk

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **Halls Mill Ferndell, LLC, an Alabama Limited Liability Company,** the Grantor, in and for the consideration of Ten Dollars ($10.00) in hand paid by the **City of Mobile, A Municipal Corporation**, the Grantee, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantor's property, the undersigned Grantor, does hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, it successors and assigns, a right of way hereinafter described, over and across the lands of the undersigned for a public road, as needed for the Halls Mill Road and Demetropolis Road Intersection Improvement Project No. 2020-2060-01, and with full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

SEE "EXHIBIT A" ATTACHED HEREIN
AS SHOWN ON "EXHIBIT B"

The property is conveyed subject to the Permitted Exceptions and all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantor hereby release said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said road.

AND except as to the above, the Grantor, for itself, its successors and assigns, hereby covenant with the Grantee, its successors and assigns, that it is seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that it does hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons lawfully claiming by, through our under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Halls Mill Ferndell, LLC, an Alabama Limited Liability Company, has caused these presents to be executed by Robert S. Young, as its Member who is duly authorized in the premises on this 23 day of August, 2022.

Halls Mill Ferndell, LLC,
An Alabama Limited Liability Company,

By: _____

Robert S. Young
Its: Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert S. Young whose name as Member of the Halls Mill Ferndell, LLC, an Alabama Limited Liability Company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said LLC, on the day the same bears date.

Given under my hand and official seal this the 23 day of August, 2022.

_____
Notary Public, State of Alabama
My Commission Expires: 9-11-2022

This instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

GRANTEE
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

GRANTOR:
Halls Mill Ferndell, LLC
7420-D Hitt Road
Mobile, AL 36695

PROPERTY ADDRESS:
5001 Halls Mill Road
Mobile, AL 36693

JENNIFER M. LUKER NOTARY PUBLIC ALABAMA STATE AT LARGE

"EXHIBIT A"

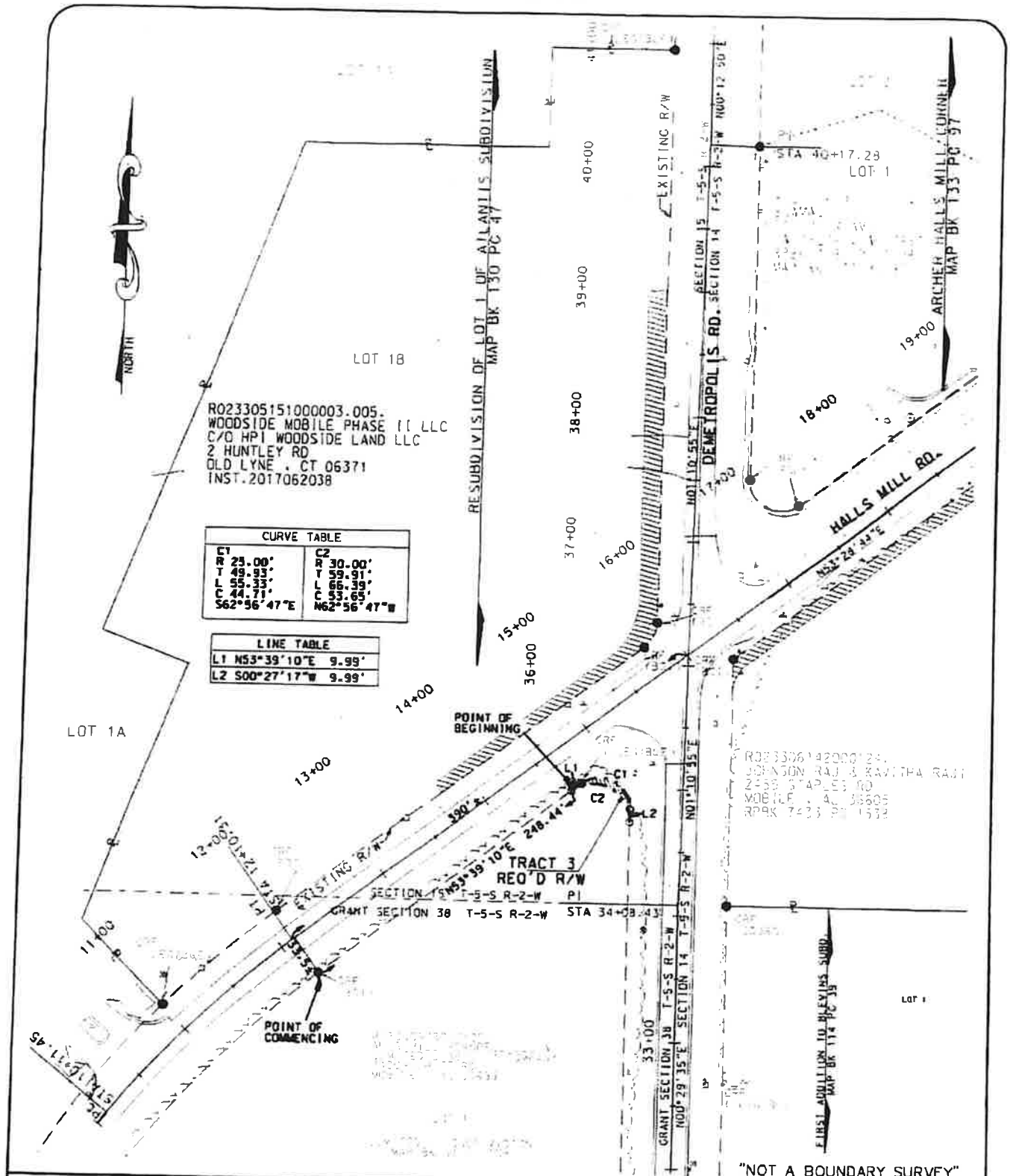
REQUIRED RIGHT OF WAY TRACT 3 HALLS MILL ROAD AND DEMETROPOLIS ROAD

A PART OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED REBAR (BSI) BEING SITUATED ON THE SOUTH RIGHT OF WAY LINE OF HALLS MILL ROAD, 390 FEET MORE OR LESS SOUTHWESTERLY FROM THE CENTERLINE INTERSECTION OF DEMETROPOLIS ROAD AND HALLS MILL ROAD; THENCE RUN NORTH 53°39'10" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF HALLS MILL ROAD 248.44 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 53°39'10" EAST, 9.99 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 55.33 FEET (THE CHORD BEARS SOUTH 62°56'47" EAST, AND MEASURES 44.71 FEET) TO THE WEST RIGHT OF WAY LINE OF DEMETROPOLIS ROAD ; THENCE RUN SOUTH 0°27'17" WEST, 9.99 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 66.39 FEET (THE CHORD BEARS NORTH 62°56'47" WEST, AND MEASURES 53.65 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES MORE OR LESS. (245 sq. ft.).

Key # 01128185

"EXHIBIT B"



McCrory Williams Engineers Surveyors 3207 INTERNATIONAL DRIVE, SUITE G, MOBILE, ALABAMA 36606 PHONE: (251) 476-4720 FAX: (251) 476-4721	TRACT 3 REQUIRED RIGHT OF WAY HALLS MILL RD. & DEMETROPOLIS RD IMPROVEMENTS SECTION 14, 15 AND GRANT SECTION 38 T-4-S. R-2-W MOBILE AL.	
SCALE: 1"=100'	DRAWN BY: RCL	DATE: 06-16-2021
JOB NO. M5710-2176	APPROVED BY: S.M.E	SHEET 1 OF 1

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 12:09 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-781 **2022**

RESOLUTION

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

Adopted: SEP - 6 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an Ambulance Service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on September 20, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name_____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director		10,000 Shares (Full)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/Owner Kenneth C Hughes
Its Director/Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, 20 22

Notary Public

KANISHA GRAY LARGE NOTARY PUBLIC STATE AT LARGE ALABAMA MY COMMISSION EXPIRES 08-23-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

4/1/22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kenneth C Hughes

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama inc

Present Position/Title: Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

CASE ACTION SUMMARY

212020339301 — Case Number -- MC20120027S4

Defendant (Name)
KENNETH CORY HUGHES

Sex Race --- DOB --- Trial Date
M W 08111985

251-

Charge: HARASSMENT

Employer:

Arrest Date -- Arresting Officer
4-4-12

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000

Sureties
Mobile

BENCH NOTES:

On 6/1/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

_____

_____
Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

COPY

COMPLAINT

==========

Warrant Number: 212020339301 Case Number: --MC20120002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE

COPY

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address		**ick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**D**	**DL Type:** D	**S**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY:

DATE: 4/07/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
		4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV UNKNOWN	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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 AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	CONTACT NAME: Christina Chandler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com
INSURED Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TDC Specialty Insurance Company — 34487 INSURER B: National Indemnity Company of the South — 42137 INSURER C: The Sheffield Fund 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						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		MFP013962101	5/19/2021	5/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		600-2022-40431-00	1/1/2022	12/31/2022	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)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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
Anna Turner

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Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 22 2022.**

License Number **1209**

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

MOBILE FIRE-RESCUE DEPARTMENT

JEREMY P. LAMI
FIRE CHIEF

To: Mobile City Council

From: District Chief J.T. Cox

Cc: Fire Chief Jeremy P. Lami

Date: August 30, 2022

Subject: Medevac Alabama Inc. Application

Dear Councilmembers,

In 1991 the Mobile Fire Rescue department developed an ambulance ordinance to better serve the citizens of Mobile. This action was due to extended times on scene waiting for privately owned ambulances to respond to emergency calls. Over the years the city has participated in a rotation where privately owned ambulance services respond to low acuity emergency calls (BLS) and the City Of Mobile Fire-Rescue ambulances respond to life-threatening emergencies (ALS calls).

Over the years, there have been several private ambulance services operating in the City of Mobile. To my knowledge, there have been as many as three privately owned ambulance services operating simultaneously within the City and sharing the responsibility for BLS calls. We currently have two privately owned ambulance services responding to BLS calls within the city: Newman's and Lifeguard.

Since 2014 these privately owned ambulance companies have been held to a response reliability percentage of 90%. This means that they accept and respond to 90% of the BLS calls. This model worked very efficiently until the COVID-19 pandemic. Since COVID-19, both privately owned ambulance companies in Mobile have struggled to maintain a 90% response reliability. They credit this downfall to staffing issues, rising fuel prices, and inflation. I have been working closely with both companies to increase response reliability. We meet quarterly to discuss

issues and to bring forth new ideas to improve our emergency response system. Despite our efforts, these two companies are still not able to meet their required 90% response reliability.

Recently a third privately owned Ambulance Company, MedEvac of Alabama has applied to join in the response rotation for BLS calls within the City of Mobile. At face value, it seems that we could certainly use a third company to share the high call volume. The reality, however, is that this system is more complicated than just call volume. The privately owned ambulance companies operating within the City likely do not achieve the bulk of their revenue from answering the BLS calls. To capture additional revenue, both private ambulance services engage in contractual agreements with local hospitals and healthcare facilities to conduct patient transfers. The obligations to BLS responses and contractual agreements for patient transfers can be problematic when dealing with staffing issues, extended wait times at hospital facilities, low reimbursement rates, and other challenges present in the emergency medical service industry. To be honest, the Mobile Fire-Rescue Department also experiences many of the same issues.

I was tasked with investigating the truthfulness of the information included in the application Medevac of Alabama Ambulance Company submitted to the City. MedEvac of Alabama appears to be a break-away or franchise of sorts underneath the umbrella of MedEvac International. The owner has worked for ambulance services in the Mobile area and is familiar with the market. He plans to dedicate three ambulances for the BLS calls on the MedEvac rotation day, but asks for a 30-day grace period to begin this service. He also commits to adding more ambulances if the need exists. It is also important to note that MedEvac would compete with both Newman's and Lifeguard for inter-facility patient transfer contracts.

I've reviewed the application and provided supplemental information. It's ready to proceed to a public hearing for consideration.

Sincerely,

James T. Cox
District Chief of EMS
Mobile Fire-Rescue Department

The following information will satisfy the department investigation as outlined in The Mobile City Code ***Section 1 Chapter 6 – Ambulances and other medical transportation Sec6-33.***

Parties involved: James Cox, Chief of EMS Mobile Fire Rescue Department

Kenneth Hughes, Owner/operator MedEvac Alabama

Date: August 9, 2022

Number of Ambulances-

3

Plan to comply with 90% response reliability with 3 trucks-

Referencing staffing: In my experience in the Mobile system the staffing on MFRD days has never been exclusive or overwhelming for MFRD days versus non mobile fire days. Essentially the private services will add a handful of extra units to handle the extra demand and NUA a MFRD call when they ran out of units or it would cause a scheduled call to be late. The difference being that depending on how this is done our first units will have nothing else to do.

We have no preexisting contracts to consider, no hospitals we have to keep happy. We actually look forward to the increase in volume and will work to capture as much of it as possible. Can we do it with the three trucks? I actually presume that we can get most of them as the difference will be that with the other services you are getting partial trucks in the beginning you will have almost the truck exclusively.

How will that change over time I cannot say? Again we believe that it would make for the best scenario to give us a ramp up time. But at the same time we will make unit hours available to fulfill the mission. It will take time there is no subsidy that is coming from City to ensure a unit is always available these BLS calls are being rolled out to ensure the availability of MFRD units. But we do want these calls.

Based on everything I have been told there is room and a need for a third service, we do not have unlimited funds. We cannot run it like a government service, we are not owned by a multinational conglomerate. We are a family owned operation. We have to ensure that what we are doing is sustainable. The preexisting services have every reason to say that this is what it takes to be here, but that is not necessarily true. They have the market if we staff the way that they do from day one we will be out of business long before we get things rolling. Their staffing is based upon Mobile Fire and hospital traffic. We will start from scratch in Mobile. We get calls from Mobile but again pursuant with Mobile's interpretation of the ordinances we currently turn them all down. So we will start with very empty ambulance hours to fill.

If Medevac Alabama is allowed into Mobile we will start and get compliant growing with the call volume. We presume that MFRD days will require all hands on deck. We will take that extra volume and turn it into unit hours. It will take time, but the advantage that we have over every other service is that we are hungry and want the volume. They have a controlled market and are

CASE ACTION SUMMARY

212020339301

Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES
1330 WILKINS RD
MOBILE, AL 36618-
251-259-8167

Sex Race --- DOB --- Trial Date
M W 08111985
SSN: 416-35-2266

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 4/11/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

_____

_____
Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

able to squeeze everything they can out of it. They wish to prevent us from entering the market because we will fundamentally disrupt it. Quite frankly our addition will cause chaos. And that is probably a good thing.

My profound belief is that with 30 days ramp up time we can project our initial hospital traffic and add for MFRD days. Failing this, on MFRD days we will take an all hands on deck approach and put everyone to work to ensure that we get as close to the 40 calls as possible and since we don't have any preexisting commitments in Mobile I dare say we can probably do a pretty good job. We will grow to avoid missing more. Medevac Alabama has the capacity to put the number of units up that the preexisting units are saying they are running we just don't believe that we will need them in Mobile even on MFRD days to start. Quite frankly nothing would make us happier to be wrong and we will adjust as needed. We just do not want to commit to something that is unsustainable.

Condition of trucks- age, mileage etc...

Mr. Hughes included his application for this information.

Items missing from application

a) Sec 6-32 (5) The financial ability of the applicant to comply with the provisions of the chapter.

As to 6-32(5) Medevac Alabama is a privately held corporation that operates independently but in concert with another group. We have set aside a portion of money to get started in operation in Mobile that we believe based upon past experience is sufficient to last until the proceeds resulting from the operation begin to return. Based upon the amount of requests for service from Mobile that we receive daily we believe the Mobile market will be at least marginally profitable to us as an operation. In addition to allowing our other counties to operate more efficiently.

Our units on average need to transport 3.5 patients per 12 hour shift to break even in an urban environment. This changes a little based upon the payer mix we find but based upon my past experience that is what I continue to expect to find in Mobile. Based upon our previous request to date we do not believe achievement of that volume will be terribly difficult.

The largest hurdles for any ambulance company starting is the spin up of a billing operation. Because we have already been operating in Alabama for a couple of years and because we have had the Mobile County license for several months all of these challenges have already been overcome.

Medevac Alabama has positive assets and cash on hand that would allow us to cover the costs associated with adding these additional crews.

b) Sec 6-32(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he/she has rendered in the city.

6-32(6) Medevac Alabama intends to provide primarily a BLS Ambulance service in Mobile. We will have an ALS Ambulance available but it will primary be geared at doing ALS inter-facility transfers. We also have units from Clarke and Baldwin Counties almost constantly in Mobile dropping off. These units will be used as a force multiplier in either picking up patients returning to the areas from which they came or taking patient long distances for upgrades in care. This will allow those units to be more efficient, and is presumed to be one of the bright spots in doing this.

Medevac Alabama is a fairly fluid company we know what Mobile was like in the past. But we assume quite a few things have changed and we will adjust to the market as necessary to ensure that we are adding a needed service that is sustainable. We believe that 3 trucks will be adequate to get started, we presume that during peak times we will need to pull units from Baldwin County and utilize our Clarke transfer to get though the busy times. We do have the capacity to pull up extra ambulances but again we will focus on meeting our obligations, than look to growth one of the lessons i have learned painfully is that getting the ambulance run is the easy part insuring that we get paid for it is the actual work.

I have been in EMS for a little more than 20 years, quite a bit of my career has been spend in Mobile County and the City of Mobile. The pandemic and the drawing in of the city lines have no doubt made some changes to the system but I believe my team is ready to adjust to the changes and add to the overall situation in Mobile.

I have previously spun up new aircraft and whole new services so while there will be a new challenges this is not our first our even the biggest new operation.

As to the need for a third service, we get daily calls from facilities requesting our service. Not because the other services are bad or that we are even that good just merely that they cannot get a service at all or not within a reasonable time. Do not get me wrong I am quite proud of the service we provide but I have a great deal of respect for the Newman family and i have been both inside and a competitor of AMR for quite some time so I have a good idea of what is coming.

Generally speaking we will respond to out of service areas to assist where needed because of the ordinances in place we are unable to assist in mobile. Some of these calls are heart breaking to our dispatchers and show a genuine need in Mobile for another service or at least a means to allow for overflow. Quite frankly we would rather be the overflow but as this is not possible we are capable and willing to come in and do our part to provide more service in Mobile.

We ironically will on occasions get requests from the other preexisting services to come do a trip in mobile for them to which we must politely decline.

The lack of availability is not a short term problem we have been getting these phone calls for more than 2 years. We have been told at times that they could not get a transfer for up to 3 days, but a full day is very normal. We get requested for acute transports from hospitals and even one of the other ambulance services at least weekly not during the pandemic but even right now.

That is of course on the if side, on the 911 side I obviously do not know the complete situation. From our perspective We have seen a draw down from the Mobile side and we see these same units on the Baldwin county side of the bay regularly it would seem that preexisting ambulances would have a hard time providing for their MFRD day when they are sitting outside of Thomas hospital in Fairhope but again that would be information I could not have.

To summarize we believe we can contribute positively to the situation in mobile, I myself and most of my management team have a long history of serving in Mobile. We have spoken to the hospitals they seem quite eager to have us and we believe that by allowing Medevac into Mobile that perhaps it will draw a few more resources back across the bay. Ours and other services.

Does MedEvac have similar experience providing this level of service (transfers and 911 requests) for municipalities in this region? In the examples they provide... How many responses? What was their reliability? Average response time? Need data analysis, not just a number.

Volume wise Medevac Alabama does an average of 400 runs per month and about 1100 loaded miles (Medevac Alabama's trips tend to be long) our dispatch currently sees about 1300 ground runs and 52 fixed wing flights per month in total. Of Medevac Alabama our run volume about 20% is currently 911, with another 32% being urgent upgrades in care the remainder is scheduled trips or trips to a lower level of care.

Availability I would like to discuss availability and if we are able to move forward how we start. I would ask that if we get to move forward that we are allowed a short time to operate in Mobile prior to the start of MF rotation. If you look back Lifeguard was given such a time. My belief is that it will allow for a smoother integration and less issues getting started. This will allow us time to teach the kids how MFRD wants things done (presuming it has not changed), how to navigate Mobile etc. We would certainly wish to do roll over calls during this time to start getting them the experience. Again this is a request we can certainly jump right into it if we must but i would presume that a soft start would have less issues for all involved. I would suggest something like 30 days.

How long has Medevac Alabama Inc. been in business?

Medevac Alabama has been in operation since 3-17-2020.

Can they provide references (preferably municipalities)?

MedEvac Alabama's current experience is limited to Jackson, Monroe and Baldwin Counties. No specific municipalities were mentioned.

In the past 12 months, have there been any complaints filed with the Office of EMS (Alabama State Board of Health) against Medevac Alabama Inc.?

None

How many employees do they currently have? Need breakdown of Paramedics, EMTs, and etc.
Approximately 45 total employees.

We currently employ 42 providers, 8 are paramedics, 1 EMS Driver the rest or EMT's and AEMT's. This is obviously rather fluid, and right now we see ourselves as aemt and emt heavy and paramedic light. We staff currently 4 trucks sometimes 5. Two units are contracted in Clarke County in Jackson one is always available for 911 as the primary 911 provider for Jackson. The other provides Overflow for 911, IFT for all of Clarke County, we also get calls from Monroe, Washington, from Clarke. Our other units are in Baldwin County; Daphne and Foley. These units do essentially all IFT work with a few local nursing home or direct caller runs. We don't really count the mobile truck yet as all it's doing is picking around the edges it is staffed 8 hours per day for doctors' offices and dialysis centers that are outside of mobile at night it taken home by the ops manager and her spouse to fulfill the obligation for 24/7 staffing as we don't yet have a reason to generally use it at night.

Who is their medical control physician?

Dr. Greg Myrick

When was their last state inspection? How did it go? Can they provide a copy of the report(s) for the ambulances listed on their application?

All ADPH Ambulance inspections are current and satisfactory according to the compliance officer at the ADPH Office of EMS.

As it relates to character, Sec 6-32(6), the applicant was accepting transfers from hospitals within the city in November of 2021, claiming they did not realize this practice violated the city ordinance if they transferred patients from hospitals within the city to locations outside city limits. I discussed this matter with Mr. Hughes personally over the phone, after which he agreed to cease all illegal transfers. On July 18, 2022 MedEvac personnel approached a local hospital requesting use of MedEvac ambulances for use in transfers of patients out of the hospital. MedEvac subsequently began accepting illegal transfers once again.

Mr. Hughes explicitly denies accepting any facility transfers from within the City Limits of Mobile. I have email correspondence from Case Management Team Leader Monica Dukes with Ascention Providence Hospital that would lead me to believe otherwise.

37-682 **2022**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: AUG 09 2022

TABLED

City Clerk

TABLEAT

41-637 **2022**

RESOLUTION

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

Adopted: JUL 26 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an ambulance service in the city of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on August 9, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

COMPLAINT

Warrant Number: 212020339301 Case Number: --MC2012002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE
39399 COUNTY ROAD 39
BAY MINETTE, AL 36507-

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE
1330 WILKINS RD
MOBILE, AL 36618-

ORIGINAL

1 ORI # AL0102910 | 2 Date of Report 02/23/12 | 3 Time of Report 1916 AM PM MIL | 4 Type Report: Incident, Offense, Supplement | 5 Supplement Date | 6 Agency Case Number M21121-02-133193 | 7 Suffix

8 Agency Name: MOBILE POLICE DEPARTMENT

5/24/12

9 Sector: 48

EVENT

10 Type of Incident or Offense: Felony / Misdemeanor / Attempted / Completed — HARASSMENT | 11 Degree (Circle): 1 2 3 | 12 UCR Code: 0343 | 13 State Code/Local Ordinance

14 Type of Incident or Offense: Felony / Misdemeanor / Attempted / Completed | 15 Degree (Circle): 1 2 3 | 16 UCR Code | 17 State Code/Local Ordinance

18 Place of Occurrence: 1000 BLOCK OF WILKINS RD MOBILE, AL 36618 — Check here if event occurred at victim's residence

If offense occurred at victim's residence, then only the approximate location should be listed in this section. (For example, a block number should be entered.) If the offense occurred elsewhere, then the specific address should be listed here.

Victim Demographics (Where victim is an individual)

19 Sex: M / F | 20 Race: W / B / A / I | 21 Ethnicity: Hispanic / Other | 22 Multiple Victims / LE Officer | 23 Age: 30

24 Offender Suspected of Using: Alcohol / Computer Equipment / Drugs / N/A | 25 Gang: Juvenile Gang / Adult Gang / None/Unknown | 26 Hate Bias: Yes / No | 27 Bias Code

29 Point of Entry: Door / Roof / Window / Other

30 Method of Entry: Forcible / Attempted Forcible / No Force

31 Local Use

32 Lighting: 1 Natural, 2 Moon, 3 Artificial Exterior, 4 Artificial Interior, 5 Unknown

33 Weather: 1 Clear, 2 Cloudy, 3 Rain, 4 Fog, 5 Snow, 6 Hail, 7 Unknown

34 Location Type (Circle): 01 Terminal, 02 Bank, 03 Bar, 04 Church, 05 Commercial, 06 Construction, 07 Conv Store, 08 Dept Store, 09 Drug Store, 10 Field/Woods, 11 Govt/Public Building, 12 Supermarket, 13 Highway/Street, 14 Hotel/Motel, 15 Jail/Prison, 16 Lake/Waterway, 17 Liquor Store, 18 Parking Lot/Garage, 19 Storage Facility, 20 Residence/Home, 21 Restaurant, 22 School/College, 23 Service/Gas Station, 24 Specialty Store, 25 Other/Unknown

35 Occurred from MM/DD/YY: 02/23/12 | 36 Time of Event: 1704 AM / PM / MIL | 37 Day of Week: S 1, M 2, T 3, W 4, T 5, F 6, S 7

38 Occurred to MM/DD/YY | 39 Time of Event: AM / PM / MIL | 40 Day of Week: S 1, M 2, T 3, W 4, T 5, F 6, S 7

41 If Premises Entered (Burglary)

42 Type Criminal Activity: B Buying/Receiving, C Cultivating/Manu, D Distributing/Selling, E Exploiting Children, O Operating/Promoting, P Possessing/Concealing, T Transporting/Importing, U Using/Consuming

43 Victim Type (1): Individual, B Business, F Financial (Bank), G Government, R Religious Org, S Society

PROPERTY

44 Loss Code	45 Property Code	46 Qty	47 Property Description (Include Make, Model, Size Type, Serial #, Color, Drug Type, Drug Qty, Etc.)	48 Dollar Value Stolen	48 Dollar Value Damaged	49 Recovered Date	49 Recovered Value
			ENTD MC				
			24 FEB 2012				

Continued on Supplement

Loss Code (Enter letter in loss code column): S Stolen, R Recovered, D Damaged/Destroyed, C Confiscated/Seized, B Burned, F Forged/Counterfeited, N None

Property Code (Enter # in property type column): 01 Aircraft, 02 Alcohol, 03 Autos, 04 Bicycles, 05 Buses, 06 Clothes, 07 Computer, 08 Consumables, 09 Credit Card, 10 Drugs, 11 Drug Equip, 12 Farm Equip, 13 Firearms, 14 Gambling Equipment, 15 Heavy Construction, 16 Household Goods, 17 Jewelry, 18 Livestock, 19 Merchandise, 20 Money, 21 Negotiable Instrument, 22 Non-negotiable Instru, 23 Office Equipment, 24 Other Motor Vehicle, 25 Purse/Wallet, 26 Radios/TV/VCR, 27 Recordings, 28 RV's, 29 Structure - Single Occupancy Dwelling, 30 Structure - Other Dwelling, 31 Structure - Other Commercial, 32 Structure - Industrial/ Manufacturing, 33 Structure - Public/Community, 34 Structure - Storage, 35 Structure - Other, 36 Tools - Power/Hand, 37 Trucks, 38 Vehicle Parts/Accessories, 39 Watercraft, 77 Other

VEHICLES

50 Stolen Vehicle Only | Area Stolen: Residence / Business / Rural | 51 Ownership verified by: Tag Receipt / Title / Bill of Sale / Other | 52 Veh. Categories: Recovered / Victim's Vehicle / Abandoned / Stolen / Suspect's Vehicle / Unauthorized Use

53 Vehicle Year | 54 Vehicle Make | 55 Vehicle Model | 56 Number Veh Stolen | 57 Vehicle Description

58 Vehicle Style | 59 Vehicle Color: Top / Bottom | 60 License | 61 LST | 62 LIY | 63 Tag Color

64 Vehicle VIN Number | 65 Warrant Signed: Yes / No | Warrant Number

Motor Vehicle Recovery Only Required For 24XX UCR Code | 66 Stolen in your jurisdiction? Yes / No Where? | 67 Recovered in your jurisdiction? Yes / No Where?

ADMINISTRATION

68 Case # | 69 SFX | 70 Case # | 71 SFX | 72 Case # | 73 SFX

74 Case Status: 0 Pending, 2 Inactive, 3 Closed

75 Multiple Cases Closed Listed Above / Multiple Cases Closed Listed On Supplement

76 Entered NCIC/ACJIC: Yes / No

77 Case Disposition: 1 Cleared by Arrest (Juvenile), 2 Cleared by Arrest (Adult), 3 Unfounded, 4 Exceptional Clearance, 5 Administratively Cleared

78 Exceptional Clearance (Circle One): A Suspect/Offender Dead, B Prosecution Declined/Other Prosecution, C Extradition Denied, D Victim Refused to Cooperate, E Juvenile (No Custody), F Death of Victim

Date (MM/DD/YY)

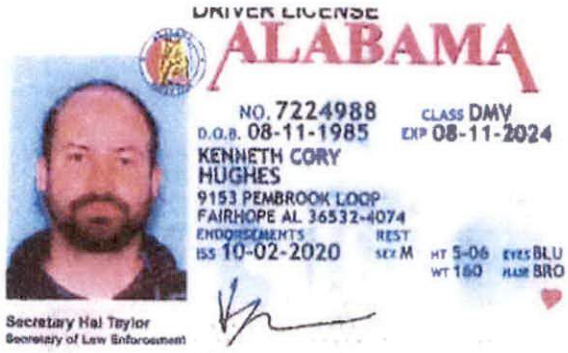
NIC/AIN #:

79 Reporting Officer: D. McCARTHY (145) 14918 — Officer ID Number

80 Approving Officer — Officer ID Number

81 Supervisor Approving: SAS 2862 — Officer ID Number

82 Watch Commander — Officer ID Number


DRIVER LICENSE
ALABAMA
NO. 7224988 CLASS DMV
D.O.B. 08-11-1985 EXP 08-11-2024
KENNETH CORY
HUGHES
9153 PEMBROOK LOOP
FAIRHOPE AL 36532-4074
ENDORSEMENTS REST
ISS 10-02-2020 SEX M HT 5-06 EYES BLU
WT 160 HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Kenneth C Hughes
Its Director / owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 **DAY OF** April, **20** 22

ERICA ANDERSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
10-28-2025
ALABAMA STATE AT LARGE

Notary Public

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kenneth C Hughes

Date of Birth: 08-11-1985 Security #: 416-35-2266

Present Address 9153 Pembrook Loop Fairhope AL 36532

Home Phone Number: 251-259-8137 Work Phone Number: 907-538-1620

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama Inc

Present Position/Title: Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

4/12/22
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: 9153 Pembrook Loop Fairhope AL 36532

Previous Address: 163 Windsor Drive Daphne Al 36533

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: 416-35-2266

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/12/22

Date signed

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 416-35-2266

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
212020339301	2120203393	4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address:	9153 PEMBROOK LOOP FAIRHOPE ALABAMA 36532	**Nick Name:**	
Phone:	251-259-8137		
Race:	W - WHITE	**DOB:**	8/11/1985
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:** 7224988	**DL Type:** D	**SSN:** 416-35-2266
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY:

DATE: 4/07/2022

Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day. **June 22 2022.**

License Number 1209

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

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Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: 9153 Pembrook Loop Fairhope AL 36532

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I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/1/22

Date signed

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Chandler
AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TDC Specialty Insurance Company	34487
INSURER B: National Indemnity Company of the South	42137
INSURER C: The Sheffield Fund	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Medevac Alabama, Inc. dba Medevac International
PO Box 1268
Mobile, AL 36633

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		MFP013962101	5/19/2021	5/19/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Professional Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		600-2022-40431-00	1/1/2022	12/31/2022	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)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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

Anna Turner

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The ACORD name and logo are registered marks of ACORD

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars ($1,000,000.00) each person; and

2. One million dollars ($1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

2. Five hundred thousand dollars ($500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars ($100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of $500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

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(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/owner Kenneth C Hughes
Its Director/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, **20** 22

Notary Public

KANISHA GRAY NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 08-23-2025

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director	9153 Pembrook Loop Fairhope AL 36542	10,000 Shares (Full)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttle, limousine, carriage, charter or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Department to review the application and the information provided therein. The Police Department shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Police Department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

Gauthier, Lana

From: Chris Arledge <Chris.Arledge@atchisonlaw.com>
Sent: Thursday, August 25, 2022 2:27 PM
To: Kessler, Florence
Cc: Gauthier, Lana
Subject: medevac

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External Email

Flo you had mentioned something about Medevac. If the fire chief's investigative report is finished that just needs to be submitted to the council/clerk and then the clerk can do a call for public hearing to put on the agenda (6-34). That needs to be published once at least 10 days prior to the hearing.

Christopher A. Arledge
The Atchison Firm, P.C.
411 Azalea Road
Mobile, AL 36609
Tel. (251) 665-7200
Fax (251) 665-7250

NOTICE TO RECIPIENT / READER:
The material in this message is intended solely for the individual(s) named above. The contents and any attachments are considered to be privileged and confidential communication that is exempt from disclosure unless otherwise noted. No waiver of any privilege is to be implied or applied if this material was sent to an incorrect destination. Dissemination and reading anything more than this notice is strictly prohibited unless you are the individual(s) to whom it is addressed. If you are not the individual(s) to whom this is addressed, you are to read only this notice and call the sender immediately at 251-665-7200 or reply by e-mail and delete the entire message. No one who is not presently a client of The Atchison Firm, P.C., may rely on any legal advice in this message or in any attachment.

To comply with recently enacted Treasury Regulations, we must inform you that any tax advice contained in this correspondence is not intended or written by the writer to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by federal tax law.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 3:45 PM

RESOLUTION

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Keidrick C. Wooten individually or on behalf of Dog Team Pedi Cab, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Keidrick C. Wooten

Business Address: _____

Telephone: 251.454.1533 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 06/15/1973 SSN: _____

Residence Address:

_____ _____ 7 _____

Address City State Zip code

Telephone Number: 251.454.1533 Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
None			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Ped. Cab

Location of terminal/depot or stand & stables: ___

What will be your days and hours of operation? 5 pm TO 10:00 pm

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Year:	Model:
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
PEDI CAB is a three wheel trike style bicycle with a carriage bench attached capable of transporting two adults.

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Dog Team Pedi. Cab

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th **DAY OF** September, 2022

Notary Public

STATE OF NOTARY PUBLIC ALABAMA

AMANDA L. PHILLIPS
My Commission Expires
May 20, 2023

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WOOTEN, KEIDRICK CORNEAL		
Address:		**Nick Name:**	
Phone:	251-454-1533		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	6/15/1973
Sex:	M	**Age:**	49
Weight:	215	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C Knight
DATE: 09-09-2022

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030015-0018 CARRIE K. 09/09/2022 03:18PM

MISCELLANEOUS

Description: RECORDS	
CHECK (PDF007)	
2022 Item: PDF007	
1 @ 10.00	10.00
Payment Id: 471843	
	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: KEIDRICK CORNEAL WOOTEN

Thank you for your payment

CUSTOMER COPY

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Keidrick C. Wooten

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address _____

Personal Description:

Height: 5'11

Weight: 220

Hair Color: black

Eye Color: brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Keidrick C Wooten

Signature

9-9-22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Keidrick C. Wooten

Date of Birth: 06-15-1973 Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: 2519017077

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Alabama School of Mathematics and Science

Present Position/Title: Director of Infrastructure

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
None

Give nature of all transactions or acts giving rise to these judgements.
n/a

Give name and location of court in which judgements were entered and date entered.
n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Keidrick C Wooten
Signature

9-9-22
Date Signed