



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, June 16, 2020, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor David Edwards, Jr. - Reconciling Lives to the Kingdom Church Ministries

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

June 9, 2020

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Minister Tony Pope for a waiver of the Noise Ordinance on June 20, 2020, at Joe Bailey Park from 12:00-5:00 p.m. (District 5).

Request of Minister Tony Pope for a waiver of the Noise Ordinance on June 20, 2020, from 12:00-5:00 p.m., at the corner of Halls Mill Road and McVay Drive (District 3).

Request of Minister Tony Pope for a waiver of the Noise Ordinance in Langan Park & Bienville Square on July 4, 11, 18 & 25, 2020, from 7:00 a.m.-7:00 p.m. (Districts 7 & 2).

Request of Carlos Richardson, 667 Donald Street, for a waiver of the Noise Ordinance on June 27, 2020, from 4:00-7:00 p.m. (District 1).

10. PRESENTATION OF PETITIONS AND OTHER

COMMUNICATIONS TO THE COUNCIL

Justis Washington

James Williams

Antonio Moore

Keandre Davis

Reggie Hill

Cedric Myles

11. ORDINANCES HELD OVER

02-015 Ordinance eliminating and replacing the word "race" on City of Mobile official forms and documents (sponsored by Councilmember Richardson).

12. CIP RESOLUTIONS HELD OVER

21-416 Authorize contract with Aeiker Construction Corporation for Hope Community Center-Playground, \$78,800.00 (2019 CIP#1090) (sponsored by Councilmember Manzie) (submitted by Kimberly Harden, Architectural Engineering Department).

13. RESOLUTIONS HELD OVER

01-417 Authorize agreement with Cyber Investigations & Intelligence Agency, LLC for cyber security risk analysis, \$76,440.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Department).

01-418 Authorize lease agreement with Dog River Marina & Boat Works for boat slip for Fire Department marine vessel, \$5,057 per year (sponsored by Mayor Stimpson & Councilmember Small) (submitted by Michelle Melton, REAM Department).

21-419 Authorize contract with Skipper Consulting, Inc. for St. Joseph Street Two-Way Conversion Project Design, \$41,950.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Department).

21-420 Authorize contract with Cowles, Murphy, Glover & Associates, Inc., for engineering services-maintenance dredging of the channel at McNally Park; \$106,375.00; (Sponsored by Mayor Stimpson and Councilman Small), (submitted by Nick Amberger, Engineering Department)

21-421 Authorize contract with Delta Flooring, Inc. for Harold L. Johnson Police Headquarters Administrative Offices-Flooring & Painting, \$31,238.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Kimberly Harden, Director of Architectural Engineering Department)

08-422 Approve purchase order to Safeware Inc. for hazmat and radiation detection response kits, \$29,811.59 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-423 Approve purchase order to Product Vendor for encrypted data recovery software annual license, \$18,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-424 Approve item based bid with various vendors for industrial and safety supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

14. ORDINANCES BEING INTRODUCED

57-016 Ordinance to establish procedures and policies for the vacation of closure of any street, alley, or dedicated public right of way (sponsored by Councilmember Richardson & Daves) (submitted by Christopher Arledge, Council Attorney).

87-017 Ordinance deeming property at 720 Museum Drive not now needed for public or municipal purposes and authorizing a lease between City of Mobile and St. Augustine, LLC, for parking area (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Real Estate)

15. CONSENT RESOLUTIONS BEING INTRODUCED

58-426 Declare weeds noxious Weed Lien Group 1604

58-427 Assess cost for removal of weeds, Weed Lien Group 1603

60-428 Determine an appropriation to the Ridgefield Property Owner's Association serves a public purpose and approve payment, \$10,000.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

08-429 Approve purchase order to Atlantic Video Corporation for 18 mobile cart-mounted conference systems for remote testimony, \$31,045.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

16. CIP RESOLUTIONS BEING INTRODUCED

13-430 Approve Change Order No. 1 for Baltimore St., Street and Drainage Rehabilitation from Ann Street to I-10 Service Road (deduct \$90,660.05 from the original contract price) (sponsored by Mayor Stimpson and Councilman C. J. Small) (submitted by Nick Amberger, Engineering Department).

21-431 Authorize contract with Watermark Design, Inc. for Trinity Gardens Park-Improvements, \$44,200.00 (sponsored by Councilmember Richardson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-432 Authorize contract with Kimley-Horn and Associates, Inc., for Sam Stotts Park - Improvements Phase 2, \$46,250.00 (sponsored by Councilmember Williams) (submitted by Kimberly Harden, Architectural Engineering Department)

21-433 Authorize contract with WAS Design, Inc. for Tricentennial Park - Splashpad Improvements, \$21,500.00 (sponsored by Councilmember Richardson) (submitted by Kimberly Harden, Director of Architectural Engineering Department)

17. RESOLUTIONS BEING INTRODUCED

01-434 Authorize Intergovernmental Agreement with Mobile County Commission for resurfacing, restoration, and rehabilitation of Sollie Road from Three Notch-Kroner Road northward to Cottage Hill Road (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

08-435 Approve purchase order to Locution Systems Inc. for annual software license & maintenance agreement - Prime Alert Dispatch mapping software, \$25,006.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-436 Approve Purchase Order to Toomey Equipment Co. Inc. for tractor for the Azalea City Golf Course, \$60,032.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-437 Approve purchase order to NEC Corporation of America for annual maintenance of fingerprint ID system, \$17,264.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-438 Approve purchase order to Emergency Equipment Professional Inc. to replace pump in fire pumper truck, \$27,391.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-439 Approved Item Based Bid for electrical and traffic supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-440 Approve purchase order to CDW Government LLC for video recording server with accelerator storage card, \$24,659.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-441 Authorize contract with Dell Consulting, LLC for Spanish Plaza - Lighting Upgrades, \$15,500.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-442 Authorize contract with James H. Adams & Son Construction Company, Inc. for the Cottage Hill Road Culvert Repairs at Milkhouse Creek,

\$245,344.00 (sponsored by Mayor Stimpson and Councilperson Rich)
(submitted by Nick Amberger, Engineering Department).

25-443 Grant easement to Alabama Power Company, to replace primary conductors from Claiborne West to Lawrence and North to Eslava St., Mobile Civic Center, (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Real Estate, REAM & Engineering Departments)

35-444 Authorize a lease with the Distinguished Young Women for the Quigley House, 751 Government St. (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Real Estate).

60-445 Approve settlement agreement and release of claims-Kenneth Guyton (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

18. CALL FOR PUBLIC HEARINGS

41-446 Call for public hearing to rezone property located at 3945 and 3949 Government Boulevard and 1251 Azalea Road (southeast corner of Government Boulevard and Azalea Road) from B-2 to B-3 (District 4) (scheduled for July 14, 2020).

19. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

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 Merchant, Mary Ann

Approved

6/15/2020 - 2:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

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 Merchant, Mary Ann

Approved

6/11/2020 - 2:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/21/2020 - 1:51
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/21/2020 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 - 2:08
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 -
11:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 -
11:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 -
11:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 - 1:40
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 - 2:02 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 - 2:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 - 2:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/4/2020 - 3:42
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

To remove the existing and install a new playground

Amount of Contract:

\$78,800.00

Funding Source

Project # Hope Community Center - Playground,
PR-014-20 C0308

Discretionary Funds

Project String 20002000-48010

Contract Number:2789

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/4/2020 - 10:52 AM
Capital	Hollins, Tiffany	Approved	6/4/2020 - 11:13 AM
Mayors Office	Wesch, Paul	Approved	6/4/2020 - 1:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

A Master Services Agreement to perform proxy-based Chief Information Security Officer/Chief Security Officer services for the City's cyber security needs.

Amount of Contract:

\$76,440.00

Funding Source

Project # 10045000.42200

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	6/4/2020 - 10:46 AM
Budget	Sapp, Celia	Approved	6/4/2020 - 12:35 PM
Mayors Office	Wesch, Paul	Approved	6/4/2020 - 2:28 PM
Legal	Kern, Chris	Approved	6/4/2020 - 10:46 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Small, District 3

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, Lessee, the Lease Agreement by and between the City of Mobile and Dog River Marina & Boat Works, Inc. Lessor, for the property described in the Lease Agreement. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

THIS LEASE AGREEMENT (sometimes hereinafter called "Lease"), made and entered into effective as of the ____ day of _____, 2020, by and between **DOG RIVER MARINA & BOAT WORKS, INC.**, an Alabama corporation as "Lessor" and the **CITY OF MOBILE**, a municipal corporation as "Lessee."

WITNESSETH:

WHEREAS, Lessor owns a marina located on Dog River at 5004 Dauphin Island Parkway, County of Mobile, State of Alabama, together with all rights and privileges arising in connection therewith, (collectively, sometimes hereafter called the "Marina"); and

WHEREAS, Lessee desires to use a wet slip with a lift to berth a Mobile Fire Department marine vessel and Lessor desires to grant to Lessee the right to use said portion of the Marina (sometimes hereafter referred to as the "Premises") in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Lessor and Lessee (collectively the "Parties") do hereby agree as follows:

1. **Premises Demised.** Lessor, for and in consideration of a rental payment as set forth herein, and upon the covenants and conditions herein contained, does hereby demise, lease, and let unto Lessee the Premises, which is a wet slip, located within Dog River Marina located at 5004 Dauphin Island Parkway, City of Mobile, County of Mobile, State of Alabama, and more specifically Slip # 023.

TO HAVE AND TO HOLD the Premises, together with the rights, privileges, easements and appurtenances thereunto appertaining, for and during the term hereof, upon the terms and conditions hereinafter set forth.

2. **Term.**

(a) The initial term of this Lease shall be for a period of one (1) year (the "Lease Term"). The Lease Term shall commence on the _____ (the "Commencement Date").

(b) Lessor shall allow Lessee full access, 24 hours a day, seven days a week, to the Premises. If the Lessee shall remain in possession of the Premises after the expiration of either the original term of this Lease or any extended term thereof, such possession shall be as a month-to-month tenant; and during such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this Lease (except those as to the Lease term) shall be applicable.

3. Rent. The Lessee agrees, binds and obligates itself, its successors and assigns to pay to the Lessor annual rent in the amount of Four Thousand Five Hundred Seventy-One Dollars and No/100 (\$4,571.00) in monthly payments of Three Hundred Eighty-Five Dollars and No/100 (\$385.00), due and payable in advance on the first day of each month.

4. Utilities. The Lessee agrees, binds and obligates itself, its successors and assigns to pay to the Lessor as additional rent for electricity, gas, sewer, water, and any other utilities an annual amount of Three Hundred Thirty-Six Dollars and No/100 (\$336.00) in monthly payments of Twenty-Eight Dollars and No/100 (\$28.00), due and payable in advance on the first day of each month.

5. Environmental Disposal Fees. In addition to Rent and Utilities, Lessee agrees, binds and obligates itself, its successors and assigns to pay to the Lessor an annual environmental disposal fee in the amount of **One Hundred Fifty Dollars and No/100 (\$150.00).**

6. Use of Premises.

(a) During the term of this Lease the Lessee shall use the Premises for berthing a Mobile Fire Department marine vessel and such other Lessee owned property as Lessee may determine to store on the Premises. Lessor and Lessee will both have access to the Premises at all times.

(b) Lessee agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. Lessee will not use, occupy or permit the use or occupancy of the Premises for any unlawful or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act which may disturb the quiet enjoyment of any other occupant of the Marina; and to otherwise complete and maintain the "Berthing/Storage Agreement and Rules" attached to this Agreement as "Exhibit A."

7. Parking. Adequate parking for Engine 20 is provided.

8. Liens and Encumbrances. Neither the Lessee nor Lessor shall at any time during the term of the Lease create or permit to be created or to remain, and will promptly discharge upon notice, any lien, encumbrance, or charge on account of or by reason of any mechanics', laborers', lien, encumbrance or charge upon the Premises.

9. Payment of Taxes. During the term hereof, the Lessor shall pay directly all taxes directly imposed or assessed against its property or the rentals payable hereunder before the same become delinquent.

10. Insurance. The Lessor, and, if any, successors and assigns, shall purchase and maintain at all times during the term of this Agreement at its own expense commercial general liability insurance with a minimum policy limit of \$1,000,000 per occurrence. Lessor's property insurance shall include the full value of replacement for the Marina and all vessels including vessel's contents berthed and stored at Marina.

11. Subletting and Assignment. The Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed upon the Premises, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, without prior written approval of the Lessor.

12. Default. The happening of any one or more of the following events shall constitute a default hereunder, viz: (a) failure of Lessee to pay rent; (b) the failure of the Lessee to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (c) the failure of the Lessor to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (d) the levy of execution or other legal process after an unsatisfied final judgment against either the Lessee or Lessor by a court of competent jurisdiction upon its interest in the leasehold estate herein created; (e) the adjudication of the Lessor as a Debtor under the Bankruptcy Code; (f) the commencement of any case against the Lessor under the Bankruptcy Code, or (g) the appointment of a receiver of all of the property of the Lessor or Lessee after a hearing by a court of competent jurisdiction.

13. Remedies Upon Default.

(a) The remedies herein provided for shall be cumulative and the exercise of any one or more of which shall not be a bar to the exercise of any other remedies herein specified, nor of any remedies to which may the Lessee or Lessor be entitled under the laws of the State of Alabama.

(b) The Lessor shall not be deemed to have waived any default or performance of the Lessee's obligations hereunder by acceptance of rent or otherwise, except by written notice of such waiver, and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease. Payment of rent by the Lessee shall not be deemed to be a waiver of any default or performance of the Lessor's obligations hereunder, except by written notice of such waiver, and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease.

(c) The Lessor shall not have the right to terminate this Lease by reason of any default of the Lessee, nor shall the Lessor be entitled to avail itself of any remedy provided for herein or by law unless the Lessor shall have given to the Lessee written notice of the existence of such default and the Lessee shall have failed for a period of fifteen (15) days following the giving by the Lessor of such written notice to correct such default.

(d) The Lessee shall not have the right to terminate this Lease by reason of any default of

the Lessor, nor shall the Lessee be entitled to avail itself of any remedy provided for herein or by law unless the Lessee shall have given to the Lessor written notice of the existence of such default and the Lessor shall have failed for a period of fifteen (15) days following the giving by the Lessee of such written notice to correct such default.

(e) If the default is of such a nature that it cannot be completely remedied within fifteen (15) days, then such default shall not be enforceable against the other party if the other party shall have commenced the curing of such default within said fifteen (15) day period and shall proceed with reasonable diligence and good faith to the curing thereof, but if such default shall not have been cured within sixty (60) days, then the party in default shall in that event be deemed to have failed to cure said default.

14. Damage or Destruction.

(a) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessor may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time, at its sole expense, or may give notice in writing terminating this lease.

(b) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessee may, if it so elects, give notice in writing terminating this lease.

15. Eminent Domain.

(a) Should the Premises be condemned (or sold under threat of condemnation) in their entirety in the exercise of the power of eminent domain, or should the Premises be partially condemned (or partially sold under threat of condemnation) but to such an extent as to render the same unfit or unsuitable for operation, then and in such event, this Lease shall be terminated within thirty (30) day notice to Lessee.

(b) All awards made by the condemning authority, or compensation made or paid by such authority in lieu of condemnation, shall belong exclusively to the Lessor, and the Lessee hereby waives any and all right or claim to any such award or proceeds.

16. Successors. The provisions hereof shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

17. The Lessee's Additional Covenants. In addition to the other covenants contained in this Lease, the Lessee covenants with the Lessor as follows:

(a) At the expiration or earlier termination of this Lease the Lessee will vacate the Premises and deliver and surrender to the Lessor possession of the Premises, in as good condition and repair as the same was at the time of the completion of work and occupancy, ordinary wear and tear excepted, and shall surrender all keys for the Premises. The Lessee also shall remove all of its property and those alterations, additions and improvements which Lessor requests to

be removed.

(b) In the event Lessee terminates this Lease before the one (1) year term pursuant to Paragraph 2(a) then Lessee shall give Lessor thirty (30) days written notice of Lessee's intent to terminate this Lease.

18. Sole Contract. This Lease cannot be modified or changed by any verbal statement, promise or agreement by whosoever made, and no modification, change or amendment shall be binding, on the parties unless it shall have been agreed to in writing.

19. Notices. All notices required hereunder shall be in writing and delivered either personally or by certified mail, return receipt requested, and if to the Lessee shall be mailed to the City of Mobile, Attention: Real Estate Department, at Post Office Box 1827, Mobile, Alabama, 36633-1827, until the Lessor is notified otherwise in writing; and if to the Lessor shall be mailed to the Lessor at Dog River Marina and Boat Works, Inc. Attn: Linda McDonald, 5004 Dauphin Island Parkway, Mobile, AL 36605, until such time as the Lessee is notified otherwise in writing.

20. Severability. If any provision of this Lease shall be declared invalid or unenforceable, the Lessor and the Lessee herein intend and represent that such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Lease.

21. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Alabama.

22. Counterparts. This Lease is executed in multiple counterparts, each of which shall constitute an original for all purposes.

23. Nondiscrimination. Lessor 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 contracting parties with the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

24. Quiet Enjoyment. Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the term of this Lease peaceably and quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor.

25. Immigration. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed and attested by their fully authorized agents and officers, all in counterparts, and all having duly executed this instrument as of the 28th day of MAY 2020.

DOG RIVER MARINA & BOAT WORKS,
INC., Lessor

By: 

Name: Rudy Gamas

Its: President

CITY OF MOBILE, a municipal
corporation, Lessee

By: _____

ATTEST: _____
City Clerk

Name: William S. Stimpson
Its: Mayor

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William S. Stimpson whose name as Mayor of the City of Mobile, and Lisa C. Lambert, whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this _____ day of _____, 2020.

(SEAL)

Notary Public, State of Alabama at Large
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority in and for said county in said state, hereby certify that RUDY GANAS, whose name as PRESIDENT of Dog River Marina & Boat Works, Inc., 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 s/he in his/her capacity as such officer, with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal of office this 28TH day of MAY, 2020.


Notary Public
My Commission Expires:



Lease Agreement
City of Mobile

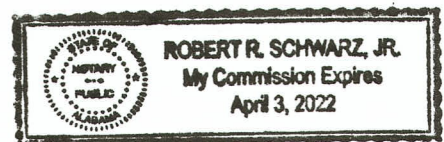


EXHIBIT A

See immediate following page.

EXHIBIT B

See immediate following page.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Design services to provide striping and signal plans for the conversion of St. Joseph Street from one-way traffic to two-way traffic.

Amount of Contract:

\$41,950.00

Effective Date of Contract:

6/15/2020

Funding Source

Project # St. Joseph Two-Way Conversion Project
C0497

Discretionary Funds

Project String 2000 20002000 48020

Contract Number:2784

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	6/1/2020 - 3:29 PM
Capital	Hollins, Tiffany	Approved	6/1/2020 - 4:58 PM
Legal	Kern, Chris	Approved	6/2/2020 - 11:00 AM

Mayors
Office

Wesch, Paul

Approved

6/2/2020 - 2:07
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Nick Amberger, P.E.
City Engineer.

Sponsored by:

Mayor William S. Stimpson and Councilman C.J. Small

Purpose and Scope of Project:

Accept contract with Cowles, Murphy, Glover & Associates, Inc.

This effort is to survey, design, permit, and manage construction efforts associated with dredging the channel at McNally Park. This effort will be funded with Stormwater Fee funds.

Amount of Contract:

\$106,375.00

Funding Source

Project # C0382

Discretionary Funds

Project String 20002000-48020

Contract Number:2788

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/3/2020 - 12:06 PM
Capital	Hollins, Tiffany	Approved	6/3/2020 - 2:03 PM
Legal	Kern, Chris	Approved	6/3/2020 - 2:17 PM

Mayors
Office

Wesch, Paul

Approved

6/4/2020 - 9:55
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

For flooring and painting to the administrative offices at Harold L. Johnson Police Headquarters

Amount of Contract:

\$31,238.00

Funding Source

Project # C0100: Harold L. Johnson Police
Headquarters Administrative Offices-Flooring and
Painting, PD-053-19

Discretionary Funds

Project String 20002000-48010

Contract Number:2786

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/2/2020 - 2:30 PM
Capital	Hollins, Tiffany	Approved	6/2/2020 - 2:56 PM
Legal	Kern, Chris	Approved	6/2/2020 - 5:00 PM
Mayors Office	Wesch, Paul	Approved	6/3/2020 - 8:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase of hazmat and radiation detection and response kits and supplies from Safeware Inc. Purchased from General Fund budget.

Amount of Contract:

\$29,811.59

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200603 Safeware Agenda Package Pos	Cover Memo	6/3/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/4/2020 - 9:54 AM

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.*

RESOLUTION

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
<u>12073</u>	2020	(1510) FIRE ADMINISTRTION	HAZMAT AND RADIATION DETECTION AND RESPONSE KITS AND SUPPLIES (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT))	\$29,811.59	(<u>274594</u>) <u>SAFEWARE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released
--	--

Page 1

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	PROTECTION KITS: NO SUB: ITEM: RAE 020-0040-010 Confined Space Kit I Includes: Hard transport case with pre-cut foam, Tool Kit, Hand pump, 10" stiff aluminum Sample probe with replaceable filter, 6 feet (2 meters) Tygon® tubing, External filter (pack of 3) Vendor Item	2.00 EACH	232.50000	465.00

1 6120.70.15.0000.0000.1510.0000.0000.44020. 465.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION KITS: NO SUB: RAE MBB3-A1C112E-020 MultiRAE Gas Detector Unit only. Pumped, 10.6 eV PID, LEL, H2S, CO, O2, Li-ion battery, non-wireless	1.00 EACH	3632.31000	3632.31
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 2
--	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3632.31
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE PROTECTION KITS: NO SUB: Pro Strip Rapid Screen Multi Threat ADV PS-5T, KIT INCLUDES: Kit 10/Box Kit tests for five (5) biological targets - Anthrax, Ricin Toxin, Botulinum Toxin, Plague and SEB (Staphylococcal enterotoxin B). Kit includes: 1- Multi-agent test device, 1- Instruction sheet, 1- Buffer/swab/dropper tube, 1- Chain of Custody Vendor Item	1.00 EACH	880.00000	880.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 3
--	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 6120.70.15.0000.0000.1510.0000.0000.44020.			880.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

004 FIRE PROTECTION KITS: NO SUB: LUDLUM 3001-2RK RESPONSE KIT, P/N LUD 48-4178 Vendor Item	1.00 EACH	2941.86000	2941.86
--	--------------	------------	---------

1 6120.70.15.0000.0000.1510.0000.0000.44020.	2941.86
--	---------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 4
--	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

005	FIRE PROTECTION KITS: NO SUB Model 25 Personal Radiation Monitor,P/N LUD 48-3629 Vendor Item	8.00 EACH	748.84000	5990.72
-----	---	--------------	-----------	---------

1	6120.70.15.0000.0000.1510.0000.0000.44020.			5990.72
---	--	--	--	---------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006	FIRE PROTECTION KITS: NO SUB: Chemical Agent Detector Paper TRU M8 Detection paper 3.5 x 2.5 inch sheets. 25 sheets per book (1 EA = 1 book), 50 books per box, 20 boxes per case Ordered As: M8 Vendor Item	6.00 EACH	6.00000	36.00
-----	--	--------------	---------	-------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 5
--	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			36.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

007	FIRE PROTECTION KITS: NO SUB: Chemical Agent Detector, Roll Paper 2X10 Meters TRU M9 Vendor Item	5.00 EACH	35.23000	176.15
-----	---	--------------	----------	--------

1	6120.70.15.0000.0000.1510.0000.0000.44020.			176.15
---	--	--	--	--------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 6
--	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

008	FIRE PROTECTION KIT: NO SUB: Midland Mfg Emergency Response Kit MID ERK Vendor Item	1.00 EACH	15639.55000	15639.55
-----	--	--------------	-------------	----------

1	6120.70.15.0000.0000.1510.0000.0000.44020.			15639.55
---	--	--	--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

009	FREIGHT	1.00 EACH	50.00000	50.00
-----	---------	--------------	----------	-------

Vendor Item
 Inventory Item/Loc 14009

1	6120.70.15.0000.0000.1510.0000.0000.44020.			50.00
---	--	--	--	-------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 7
---	--	--------

Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--------	---

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 29811.59

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	29811.59	1002284.13
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	05/28/20	BOBBY IRBY	Automatic Forward to 910514396
Forward	05/28/20	BOBBY IRBY	Automatic Forward to 910514396
Forward	05/30/20	JOHN PAINE	
Forward	05/30/20	JOHN PAINE	
Queued	05/28/20	DONNA MICHELE STANLEY	
Queued	05/28/20	DONALD ROSE	
Queued	05/28/20	DONNA MICHELE STANLEY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012073-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Released	Page 8
--	--	--------

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/20	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Queued	05/28/20 JAMES NEESE JR			

Authorized By: _____ Date: _____
 Signature



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **JUN - 7 2018**

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
 - o Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

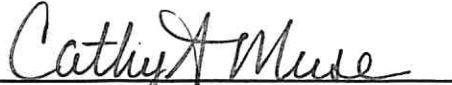
ACCEPTED BY:


Safeware, Inc.

6/6/18
Date

Shawn Murray
Mallory Safety and Supply, LLC.

6/6/18
Date


Cathy A. Muse, CPPO
Director/County Purchasing Agent

6/7/18
Date



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order for Annual License for Encrypted Data Recovery Software. Annual General Fund budget.

Amount of Contract:

\$18,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200603 Agenda Package POs	Cover Memo	6/3/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/4/2020 - 9:54 AM

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.*

RESOLUTION

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
<u>11786</u>	2020	(1545) POLICE CYBER DIVISION	ENCRYPTED DATA RECOVERY SOFTWARE - ANNUAL LICENSE RENEWAL (SOLE SOURCE)	\$18,000.00	<u>(295463)</u> <u>PRODUCT</u> <u>VENDOR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011786-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor

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

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

USA

Delivery Reference
 ATTN: KEVIN LEVY 2514224275

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

MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/20	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

PER QUOTE #20200520085453-656668196887

001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	18000.00000	18000.00
-----	--	--------------	-------------	----------

LICENSE RENEWAL - ONLINE FIXED
 Vendor Item
 Inventory Item/Loc 1723
 Vendor Item No.: LICENSE
 RENEWAL -
 ONLINE

1 1000.30.15.1530.1545.1530.0000.0000.44020. 18000.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011786-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
---	--	--------

Vendor USA	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/20	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275			

Requisition Link

Requisition Total 18000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.	18000.00	5238335.60
POLICE CYBER DIVISION EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	05/22/20	JOHN PAINE	
Forward	05/28/20	BOBBY IRBY	Automatic Forward to 910514396
Approved	06/03/20	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	06/03/20	DONALD ROSE	Auto approved by: 9105fola
Approved	06/03/20	ANNE FOLEY	
Approved	06/03/20	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid awards for Industrial and Safety supplies. Purchases from this bid award will be made from annual 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
20200603 Industrial Safety Agenda Package Bids	Cover Memo	6/3/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/4/2020 - 9:54 AM

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5416</u>	INDUSTRIAL AND SAFETY SUPPLIES	56	Various, see bid tab	Until 30 April 2021.	Evans and Company Inc Greer's Ace Hardware John M. Warren Inc. Mastermans LLP Ritz Safety LLC W W Grainger Inc

Adopted:

City Clerk

NAMES OF BIDDERS

TABULATION OF BIDS

INDUSTRIAL & SAFETY
SUPPLIES
BID # 5416
12 MAY 2020

ITEM	DESCRIPTION	EVANS & COMPANY	GREENS RCT	JOHN M. WARDEN	WRT TRAMMIS LLP	RITZ SAFETY LLC	W W GARDINGEN	RAGRAK TEXTILES INC 20% TRADE	TOOL SMITH
		AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	11219 BOOTS KAPE PLAIN TOE PAIR	NB	32.99 ⁰	NB	9.68	13.16 ⁰	NB	NB	NB
2	11220 BOOTS HIP PLAIN TOE PAIR	NB	32.99 ^X	NB	62.48	43.42 ⁰	NB	NB	NB
3	11223 BOOTS 16" RIBBED PLAIN TOE PAIR	17.99 ⁰	NB	NB	9.68	17.17 ⁰	38.75 ⁰	NB	NB
4	11224 BOOTS HIP STEEL TOE PAIR	NB	NB	NB	64.82	45.87 ⁰	NB	NB	NB
5	11759 TAMP DUCT 2" X 60 YD ROLL	5.75 ⁰	110.00 ⁰	NB	4.56	3.90 ⁰	33.58 ⁰	NB	NB
6	13127 BOOT EXHAUSER STEEL TOE 16" PAIR	NB	NB	NB	11.72	15.67 ⁰	96.50 ⁰	NB	NB
7	14104 RESPIRATOR DUCT MASK MATERIAL 2730/100 CASE	NB	NB	NB	190.70	191.18 ⁰	49.17 ⁰	NB	NB
8	14145 GLASSER W/KNOW MATERIAL 2730/100 CASE	7.40	NB	NB	4.88	4.90 ⁰	6.90 ⁰	NB	NB
9	14147 GATEWAY NO SUB. PAIR	NB	NB	NB	1.18	1.75 ⁰	NB	NB	NB
10	14149 OIL SPILL BOOM 8' 5" WIDE 8" HIGH 4" BUNDLE	NB	NB	NB	57.24	58.98 ⁰	131.04 ⁰	90.00	NB
11	14213 COOLER WATER 10 GAL EACH	NB	69.99 ⁰	47.06	60.97	47.56	77.52 ⁰	NB	NB
12	14214 COOLER WATER 5 GAL EACH	NB	39.99 ⁰	30.35	35.71	30.15	51.07 ⁰	NB	NB

0 - COMMENT

L.P. - LOCAL PRICE

X - WITHDRAWN QUOTE

NAMES OF BIDDERS

TABULATION OF BIDS

5416

EVANS

GREENS

J. M. W.

MASTERS (MAY)

RITZ

GREENSBY

REAGAN

10/15/2017

ITEM	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
13	14215 COOLER WATER 3/64 NO SUB EACH	NB	33.49	27.25	35.88	27.26	39.37	NB	NB	NB	NB	NB
14	14216 COOLER WATER 2/64 NO SUB EACH	NB	29.50	21.06	27.50	20.37	40.92	NB	NB	NB	NB	NB
15	14293 EZ RICH LITTE PICKY 324 NO SUB EACH	17.95	NB	NB	NB	15.78	27.63	NB	NB	NB	NB	NB
16	14297 EZ RICH LITTE PICKY 484 NO SUB EACH	19.10	NB	NB	NB	18.41	NB	NB	NB	NB	NB	NB
17	14298 EZ RICH LITTE PICKY 724 NO SUB EACH	30.93	NB	NB	NB	27.62	NB	NB	NB	NB	NB	NB
18	16121 PANG PANG NO COND FOOT 5/16/17 NO SUB EACH	30.95	58.69	NB	24.31	25.89	40.33	NB	NB	NB	NB	NB
19	16122 LOFT 5/16/17 NO SUB EACH	22.37	NB	NB	18.22	18.28	30.44	NB	NB	NB	NB	NB
20	1786 COOLER WATER 5/64 GOTT 1685 NO SUB EACH	38.55	NB	NB	33.26	NB	NB	NB	NB	NB	NB	NB
21	1787 COOLER WATER 2/64 GOTT 1692 1530 NO SUB EACH	21.69	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
22	1788 COOLER WATER 10/64 GOTT 1610 NO SUB EACH	83.79	NB	NB	75.40	NB	NB	NB	NB	NB	NB	NB
23	1789 COOLER WATER 3/64 GOTT 1683 NO SUB EACH	38.95	NB	NB	34.46	NB	NB	NB	NB	NB	NB	NB
24	4423 WASH DIRT 3/4 5504 50/BOX BOX	NB	NB	NB	12.86	NB	446.84	NB	NB	NB	NB	NB

① - COMMENT L.P. - LOCAL PREF.

NAMES OF BIDDERS									
TABULATION OF BIDS									
ITEM	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
25	GLASSES ANTIION 180 CLONE NO INDI	NB	NB	2.37	NB	NB	NB	NB	NB
26	GLASSES ANTIION 180 TWINER GARDEN NO INDI	NB	NB	NB	NB	NB	NB	NB	NB
27	GLASSES SAFETY CLONAL	NB	NB	1.06	1.05	7.34	NB	NB	NB
28	KIT FIRST AID 25/PERSON	NB	24.99	15.00	17.10	26.98	NB	NB	NB
29	EAR PROTECTORS FROM WITH CLONAL MAX 30	36.00	NB	21.06	20.91	31.31	NB	NB	NB
30	HAY HORN WHITE RATNEY SUSPENSION FACE	10.45	12.99	4.60	6.14	17.38	NB	NB	NB
31	LUBER JUNGLE HAT GUTTER GUTTER	NB	8.99	4.15	4.06	6.16	NB	NB	NB
32	GLASSES CANINE W/DOGS	1.00	2.39	.53	.52	.63	NB	NB	NB
33	GLASSES SAFETY GRAY ANTIION 180 NO INDI	NB	NB	NB	NB	NB	NB	NB	NB
34	GLASSES SAFETY CLONAL LEMMA LEMMA WHITE ANTIION 2241 W/DOGS	14.46	4.99	NB	NB	NB	NB	NB	NB
35	EAR PLUGS W/CLONAL NORTH CAMP FIRE 30 / BOX	NB	NB	47.00	NB	9.43	NB	NB	NB
36	KIT FIRST AID 50/PERSON	NB	41.39	20.98	33.43	46.55	NB	NB	NB

0 - COMMENT

5416

J. M. N.

EVANS

GAFFAS

MASTALINIS

RITZ

GREENGLASS

2% TERMS

REBORN

TRAILSMITH

ITEM 34 IS CANCELLED
REMOVED FROM BID

NAMES OF BIDDERS

TABULATION OF BIDS

5416

ITEM	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
37	41485 VEST #250 RT DRESS USE EACH	N/B	12.99 ^①	N/B	120.92	35.47	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
38	4637 GLOVES POLYESTER NITRILE FORMER/PAURAL DOZ 37-175	23.39	6.99 ^①	N/B	10.50	16.07	2.14 ^①	QUOTED EA. PAIN PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
39	4676 GLOVES LEATHER FORMER/PAURAL DOZ 37-175	10.95	3.99 ^①	N/B	6.48	6.25	8.94 ^①	QUOTED EA. PAIN PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
40	4684 GLOVES LEATHER NITRILE WHOLE DOZ 2546	N/B	12.99 ^①	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
41	4701 CONTAINER TYRES 480-4X 27/100	N/B	122.60 ^①	N/B	106.30	63.05	N/B ^x	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
42	4867 HARP NET FISH BANN YELLOW	N/B	17.25 ^①	8.65	6.76	6.95 ^①	11.71 ^①	QUOTED EA. PAIN PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
43	4871 GLOVES TAILORED CLOTH TAILOR	N/B	N/B	N/B	1.25	N/B	7.40 ^①	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
44	4872 GLOVES CLEAN CLOTH 9990	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
45	4900 RESPIRATOR DUST MASK W/VALVE 3m	N/B	N/B	N/B	16.87	15.07	24.80 ^①	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
46	5254 WID 40 12/1202 BEST NGS	91.68	67.08 ^①	N/B	68.10	N/B	10.53 ^①	QUOTED EA. PAIN PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
47	5667 PLESTER PAPER H-13 600017	N/B	N/B	16.95	33.01	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
48	7049 DEEP WINDS OFF 602 365 DRY NO SBR Rem/loc	N/B	83.88 ^①	N/B	78.63 ^①	5.50	5.55 ^①	QUOTED EA. PAIN PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

ITEM DISCONTINUED
REMOVED FROM BID

L.P. - LOCAL PRICE

① - COMMENT



BID NOTICE

THE CITY OF MOBILE HAS ISSUED BID 5416
FOR INDUSTRIAL & SAFETY SUPPLIES.

FOR A COPY GO TO:

CITYOFMOBILE.ORG/BIDS

SELECT BID 5416 INDUSTRIAL & SAFETY
SUPPLIES.

BID MUST BE RETURNED IN SEALED ENVELOPE
WITH BID NUMBER WRITTEN ON OUTSIDE OF
ENVELOPE.

DO NOT EMAIL OR FAX THIS BID BACK.

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: 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:
04/22/2020	5416	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM Tuesday, May 12, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	INDUSTRIAL & SAFETY SUPPLIES The City of Mobile requests bids for Industrial and Safety supplies as per attached RFQ. Pricing shall remain firm until 30 April 2021. Quote pricing & quote units as specified on attached RFQ sheet only. <u>On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.</u> All substitutions must be indicated on your bid. Indicate on your bid if an item has been discontinued. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number that item must also state manufacturers make and model number. <u>Failure to indicate this will be entered as a no bid on that item.</u> It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours. The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.					
			TOTAL			

Page 1 of 3

**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.

Page _____ of _____

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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. Be sure to sign and return this page including the terms and conditions on the reverse of Page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON AN ITEM BASIS The Purchasing Department is seeking to make this bid process more acceptable for all parties involved. Recommendations for changes or modifications that could be incorporated into the next Industrial and Safety Supply bid should be submitted under separate cover. Do not submit with or on this bid. Remember to return this original bid sheet signed along with attached RFQ. For additional information contact: City of Mobile Purchasing Jim Neese (Buyer) @ (251) 208-7401					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

PLEASE, DO NOT QUOTE A SUBSTITUTE

IF THE ITEM DESCRIPTION STATES:

NO SUBS OR NO SUBSTITUTES.

UNLESS THAT ITEM HAS BEEN DISCONTINUED

BY THE MANUFACTURER.

		PRICE PER		
1	11219 BOOTS KNEE, PLAIN, TOE, VINYL REDBALL 74925 OR EQUAL, SIZES AS SPECIFIED O		Pair	N
2	11220 BOOTS HIP, PLAIN TOE, REDBALL 11160 (RUBBER) OR EQUAL, SIZES AS SPECIFIED O		Pair	N
3	11223 BOOTS 16" RUBBER PLAIN TOE (CALF HIGH) SIZES AS STATED OR CALL DEPARTMENT FOR SIZE. O		EACH	N
4	11224 BOOTS HIP, STEEL TOE, REDBALL 1120 (RUBBER) OR S.E.C. #86056 OR EQUAL, SIZE AS SPECIFIED. O		Pair	N
5	11759 TAPE DUCT, 2" X 60 YD 24 ROLLS/CS		ROLL	N

○

6 13127
BOOT RUBBER WITH STEEL
TOE, 16", KNEE HIGH,
SIZES AS FOLLOWS

Pair

N

N

○

7 14104
RESPIRATOR/DUST MASK,
FULL FLANGE, WITH
STRAP, MOLDEX#2730N100,
99.97% EFFICIENT
AGAINST PARTICULATE
AEROSOLS FREE OF OIL, 5
EACH PER BOX, 6 BOXES
PER CASE, SIZE:
MEDIUM/LARGE.

CASE

N

N

○

8 14145
GLASSES SAFETY, WILSON
MILLENNIA WITH BLACK
FRAMES & TINTED LENS,
FRAMES WITH TSR GRAY
LENS, BLACK RETAINER,
STYLE 8210, PRODUCT
CODE#11150351, NO SUB

Pair

N

N

N

9 14147
GLASSES SAFETY,

Pair

N

STARLITE GRAY, GATEWAY
#AMS4683, NO SUBS.

o

N

- 10 14149
OIL SPILL BOOM, 8"
SAUSAGE BOOM, 8"x10', 4
EACH PER BUNDLE

BUND

N

o

N

- 11 14213
COOLER WATER, 10
GALLON, IGLOO #4101, NO
SUB

EACH

N

o

N

- 12 14214
COOLER WATER, 5
GALLON, IGLOO #451, NO
SUB

EACH

N

o

N

- 13 14215
COOLER WATER, 3
GALLON, IGLOO #431, NO
SUB

EACH

N

o

N

- 14 14216
COOLER WATER, 2
GALLON, IGLOO #421, NO
SUB

EACH

N

4/

			N
15	14293	EACH	N
	E-Z REACHER LITTER		
	PICKER, ALUMINUM STALK,		
	PLASTIC HANDLE,		
	FLEXIBLE S.S. SIDE &		
	CENTER STRAPS & RUBBER		
	CUPS, 32" LENGTH, NO		
	SUBSTITUTES.		
			N
16	14297	EACH	N
	E-Z REACHER LITTER		
	PICKER, ALUMINUM STALK,		
	PLASTIC HANDLE,		
	FLEXIBLE S.S. SIDE &		
	CENTER STRAPS & RUBBER		
	CUPS, 48" LENGTH, NO		
	SUBSTITUTES.		
			N
17	14298	EACH	N
	E-Z REACHER LITTER		
	PICKER, ALUMINUM STALK,		
	PLASTIC HANDLE,		
	FLEXIBLE S.S. SIDE &		
	CENTER STRAPS & RUBBER		
	CUPS, 72" LENGTH, NO		
	SUBSTITUTES.		
			N

18	16121 EAR PLUG, DISPOSABLE, WITHOUT CORD, NOISE REDUCTION RATING 29 DB, FOAM, SHAPE FOAM FITTING, COLOR: YELLOW, PAIR, PACKAGE 200, E-A- R 310-1001, REF: GRAINGER #4T147, NO SUBS. <u>0</u>	PACK _____	N
19	16122 EAR PLUG, DISPOSABLE, WITHOUT CORD, 30 dB NOISE RATING, HOWARD LEIGHT BY SPERIAN #LPF- 1, PRE-SHAPED, PLUG COLOR: GREEN, 200 PAIRS PER BOX, REF: GRAINGER #5FV09, NO SUBS. <u>0</u>	PKG _____	N N
20	1786 COOLER WATER, 5 GALLON, GOTT #1685, NO SUB <u>0</u>	EACH _____	N N
21	1787 COOLER WATER, 2 GALLON, GOTT #1692, NEW	EACH _____	N N

6

#1530, NO SUB

o

N

22 1788

EACH

N

COOLER WATER, 10

GALLON, GOTT #1610, NO

SUB

o

N

23 1789

EACH

N

COOLER WATER, 3

GALLON, GOTT #1683, NO

SUB

o

N

24 4423

BOX

N

MASKS DUST, 3M 8500,
50/BOX

o

N

25 4425

EACH

N

GLASSES SAFETY, NORTON
180 CLEAR, NO-SUBS.

o

N

26 4426

EACH

N

GLASSES SAFETY, TINTED
GREEN, NORTON 180, NO-
SUBS.

o

N

27 4428

Pair

N

GOGGLES SAFETY, CLEAR

○

			N
28	4430	EACH	N
	KIT FIRST AID, #34- 0025 SWIFT LAB (25 PERSONS) 10 1/2" X 7 1 /4" X 2 1/2"		
	○		
29	4443	BOX	N
	EAR PROTECTORS (EAR PLUGS), PRESHAPED FOAM, WITH CORD, 100 PER BOX, HOWARD LEIGHT MODEL #MAX-30 <u>No subs.</u>		
	○		
30	4444	EACH	N
	HAT HARD, COLOR: WHITE, RATCHET SUSPENSION, TYPE- 1, CLASS E, MUST MEET OR EXCEED ANSI Z89.1-2003 STANDARDS. STATE MFG NAME & MODEL NUMBER.		
	○		
31	4446	EACH	N
	LINER HARD HAT, WINTER QUILTED, APEX 225		
	○		N

32	4449 GLOVES CANVAS W/DOTS, #9958- 075 O	Pair	_____	N
33	4480 GLASSES SAFETY, GRAY, NORTON 180, NO-SUBS. O	EACH	_____	N
34	4481 GLOVES WORK LEATHER, WELLS LAMONT WHITE MULE 224L, SIZE: LARGE, NO SUBSTITUTES. O	Pair	_____	N
35	4483 HEARING PROTECTORS (EAR PLUGS WITH STRINGS) NORTH COM-FIT, LARGE, 20/BX O	BOX	_____	N
36	4484 KIT FIRST AID, (50 PEOPLE) PLASTIC CASE, 10" X 10" X 3", NORTH SAFETY #019704-0003L, STANDARDS ANSI Z308.1- 2003, REF: GRAINGER #4EY89.	EACH	_____	N

	○				N
37	4485		EACH		N
	VEST WORK, #290 RT, SAFEGUARD (FOR USE ON DREDGE)			<u> </u>	
	(FLOTATION TYPE VEST)				N
38	4637		Doze		N
	GLOVES SOL VEX NITRILE (NBR) WITH SUPPORTED GRIPS AND 12" GAUNTLETS, FOR HAZARDOUS MATERIALS, EDMONT/ANSELL 37-175, SIZES AS FOLLOWS:			<u> </u>	
	○				N
39	4676		Pair		N
	GLOVES WORK, LEATHER PALM, MEMPHIS #1700L			<u> </u>	
	○				N
40	4694		Pair		N
	GLOVES WORK LEATHER, WELLS LAMONT WHITE MULE #224G, SIZE-XL, NO <u>SUBS.</u>			<u> </u>	
	○				N
41	4701		CASE		N
	COVERALL TYVEX,			<u> </u>	

DISPOSABLE, (25 PER
CASE), SIZE: MEDIUM { PRICE MUST BE FOR }
THRU 4X, DEPARTMENT { ALL SIZES }
WILL SPECIFY SIZE.

O

42 4867

EACH

N

N

HAT HARD, CLASSIC FULL
BRIM, 6 POINT SURE-LOCK
RATCHET SUSPENSION
SYSTEM, YELLOW COLOR OR
AS SPECIFIED, BULLARD
303R OR EQUAL, (MUST BE
FULL BRIM), ANSI Z89.1-
2009 TYPE 1, CLASS C,
G, & E.

O

43 4871

Pair

N

N

GLASSES SAFETY,
TINTED, CREWS #TK132,
NO-SUB.

O

44 4872

Pair

N

N

GLASSES SAFETY, CLEAR,
CREWS #99910, NO-SUBS.

O

45 4900

BOX

N

N

RESPIRATOR DUST MASK
WITH COOL FLOW VALVE,

3M DUST/MIST, NO 8511
N95
O

N

46 5254
LUBRICANT WD 40 SPRAY,
12/12 OZ. PER CASE
O No SUBS.

CASE

N

47 5667
PICKER PAPER, H-13,
GRAB-IT
O

EACH

N

48 7049
INSECT REPELLENT, DEEP
WOODS OFF, 28.5% DEET,
6 OZ. AEROSOL CAN, 12
CANS PER CASE. NO
SUBSTITUTES.
O

CASE

N

49 7072
CLEANER HAND, GO-JO
GRIT, 4 1/2 LB. CAN,
#1135-06, NO-SUBS
O

EACH

N

50 7114
CLEANER HAND, GO-JO 18
OZ.
O

CAN

N

N

51	7617 SHEETS OIL SPILL, #150 18" X 18" (100 SHEETS/CASE) O	CASE	N
52	7686 CONE SAFETY, PVC, 36" FLUORESCENT ORANGE O	EACH	N
53	7687 CONE SAFETY, PVC 12" FLUORESCENT ORANGE O	EACH	N
54	7715 CONE SAFETY, 36", FLUORESCENT ORANGE WITH 6" RETROREFLECTORIZED WHITE BAND 3-4" FROM TOP & ADDITIONAL 4" RETROREFLECTORIZED WHITE BAND LOCATED APPROX 2" BELOW 6" BAND. CONE MATERIAL TO NOT CAUSE DAMAGE TO AN IMPACTING VEHICLES. O	EACH	N
55	7733	EACH	N

DRUM TRAFFIC, 36"
HEIGHT, 18" MIN WIDTH, (NO METAL DRUMS)
ORANGE LIGHTWEIGHT
DEFORMABLE MATERIAL,
CLOSED TOP, 2 EA.
ALTERNATING HORIZONTAL,
CIRCUMFERENTIAL ORANGE
& REFLECTIVE WHITE 4-6"
WIDE STRIPES, SPACE
BETWEEN STRIPES NOT TO
EXCEED 3".

○

56 996
BAG SAND, 14" X 26"
(100/CS) PT #BSB

○

CASE

N

N

N



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 insure 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:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/10/2020 - 8:29
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson
Councilmember Gina Gregory

Purpose and Scope of Project:

Deem 2,953 sq. ft. of 720 Museum Dr. no longer needed for public or municipal purposes and authorize the lease of 2,953 sq. ft. thereof to St. Augustine, LLC, to be used as parking. The term of the lease is five (5) years that will produce revenue as follows: Y1 \$1,476.00, Y2 \$1,506.00, Y3 \$1,537.00, Y4 \$1,568.00, and Y5 \$1,600.00.

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	6/9/2020
Routing Form to Lease No Longer Needed	Exhibit	6/9/2020
Certificate of Insurance	Exhibit	6/9/2020

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Melton, Michelle	Rejected	6/9/2020 - 2:37 PM

Real Estate Lewis, Rhonda

Approved

6/9/2020 - 1:46
PM

Real Estate Melton, Michelle

Approved

6/9/2020 - 2:52
PM

Legal Kern, Chris

Approved

6/9/2020 - 3:26
PM

Mayors
Office Wesch, Paul

Approved

6/10/2020 - 9:44
AM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE GRANT OF A LEASE FOR PARKING USE

Sponsored by: Mayor William S. Stimpson
Council Member: Gina Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property hereinafter described in Exhibit “A”, is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be Leased to St. Augustine, LLC.

See Exhibit “A” attached hereto

SECTION TWO: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the attached Lease Agreement for the property shown in Exhibit “A”.

SECTION THREE: The Real Estate Officer of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the Lease of said property.

SECTION FOUR: Said Lease Agreement is by reference made a part of this ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

ROUTING FORM: ORDINANCE FOR LEASE OF CITY-OWNED REAL PROPERTY

- I. Property Address: 720 Museum Dr., Mobile, AL 36608
- City Council District and Zoning: District 7/Gregory. Zoning R1
- Sale or Lease: Lease of 2,953 sq. ft.
- Buyer or Lessee: St. Augustine, LLC (dba Clark Geer Latham)
- II. Date of City Council Resolution Assenting to Lease: 5/12/20
- III. Advertisements:
- Dates: _____
 - Methods: ☐ City Website ☐ For Sale sign posted
☐ Listed with brokers ☒ Other (explain)
Contacted by adjacent property owner/potential lessee: St. Augustine in need of additional parking spaces
- III. Lease (if applicable) N/A
- Term: 5 years (August 1, 2020 – July 31, 2025)
 - Rent: Five (5) consecutive annual installments with 2% increases each year: \$1,476.00, \$1,506.00, \$1,537.00, \$1,568.00, and \$1,600.00
 - Options to renew Month-to-month after 5 year term
- IV. Method of Lease:
- ☐ Sale by Realtor ☐ Request for Proposals
- ☐ Request for Bids ☒ Negotiation
- ☐ Exchange (explain, including Party, Property) _____
- ☐ Adjacent Property Owner / Sidelot
- ☐ Sale for Less than Fair Market Value: ☐ Public Purpose (see V below)
- ☐ Other (explain) _____
- IV. Fair Market Value: Appraisal for rental amount obtained March 2020 \$1,476 annual rent for 2020
- How Determined: XX MAI Appraisal; Date of Appraisal 3/20/2020 by Cushman Wakefield
- Appraisal ordered by: ☐ CITY or ☒ PURCHASER
- ☐ Tax Assessor; _____
- ☐ Broker's Letter of Value
- ☐ Other; _____
- V. Sale/Lease for Public Purpose identified: N/A
- ☐ Non-profit (name & purpose) _____
- ☐ Public Entity (name & purpose) _____
- VI. Notice given to adjacent property owners: ☒ Yes ☐ No
- If yes, date of notice: COM users at Fort Hardeman consulted.
- VII. Competing offers: XX- No; (Explain) _____

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/17/2020

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

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

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Kim Ray PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: kray@lyonfrycadden.com														
INSURED Clark, Geer, Latham & Associates, Inc 3901 Springhill Avenue Mobile, AL 36608	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C : AL Self Insured WC Fund</td> <td>N/A</td> </tr> <tr> <td>INSURER D : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER E : Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company of CT	25682	INSURER B : Travelers Indemnity Co.	25658	INSURER C : AL Self Insured WC Fund	N/A	INSURER D : Starr Surplus Lines Insurance Company	13604	INSURER E : Midwest Employers Casualty Company	23612	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Company of CT	25682														
INSURER B : Travelers Indemnity Co.	25658														
INSURER C : AL Self Insured WC Fund	N/A														
INSURER D : Starr Surplus Lines Insurance Company	13604														
INSURER E : Midwest Employers Casualty Company	23612														
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6807H267066	02/22/2020	02/22/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		BA2071X97120GRP	02/22/2020	02/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			CUP3641T3202047	02/22/2020	02/22/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	513200 PQAL129001	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional			SLSLPRO262025-20	01/21/2020	01/21/2021	1,000,000 2,000,000

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

Certificate Holder is Named as Additional Insured with respects to Auto and General Liability Coverage

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Gaylord C. Lyon, Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Councilmember - 1 - Fred Richardson (cases 6)

Councilmember - 2 - Levon Manzie (cases 3)

Councilmember - 3 - C. J. Small (cases 11)

Councilmember - 4 - John Williams (cases 2)

Purpose and Scope of Project:

Declare weeds noxious Weed Lien Group 1604

Effective Date of Contract:

6/16/2020

Funding Source

Project # Weed Lien Group 1604

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	6/11/2020 - 1:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases 3)
Councilmember - District 2 - Levon Manzie (cases 2)
Councilmember - District 3 - C.J. Small (cases 9)
Councilmember - District 4 - John Williams (cases 3)
Councilmember - District 1 - Joel Daves (cases 1)

Purpose and Scope of Project:

Assess cost for removal of weeds, Weed Lien Group 1603

Effective Date of Contract:

6/16/2020

Funding Source

Project # Weed Lien Group 1603

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	6/11/2020 - 1:44 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUND WILL BE USED TO UPDATE, IMPROVE LANDSCAPING AND TO INSTALL SECURITY CAMERAS THAT ARE TIED INTO THE MOBILE POLICE DEPARTMENT PROJECT SHIELD PROGRAM

Amount of Contract:

\$10,000.00

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
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	6/11/2020 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Atlantic Video Corporation for mobile cart-mounted video conference systems for remote court testimony.

Amount of Contract:

\$31,045.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200611 Atlantic Video Agenda Package	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 2:28 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.*

RESOLUTION

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
<u>12447</u>	2020	(1530) POLICE ADMIN SERVICES	18 MOBILE CART- MOUNTED CONFERENCE SYSTEMS FOR REMOTE TESTIMONY (EXEMPT FROM ADVERTISED BIDS FOR COVID EMERGENCY)	\$31,045.50	<u>(018350)</u> <u>ATLANTIC VIDEO</u> <u>CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012447-00 FY 2020 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

PER YOUR QUOTE #06032020D.

DELIVERY TO BE ON OR BEFORE AUGUST 15, 2020.

001	MOBILE CART CONFERENCE SYSTEM CONFIGURED TO INCLUDE: 1-ULTRA-HD ePTZ USB CAMERA, 120 DEGREE FOV, 2-BUILT-IN MICROPHONE WITH BEAM FORMING AND NOISE SUPPRESSION TECHNOLOGY LUMENS#VC-B10UB (\$345. 00) 1-43" BET SERIES COMMERCIAL 4K UHD (3,840X2, 160 NATIVE) RESOLUTION. 3YR WARRANTY SAMSUNG #BE43T-H (\$320.00) 1-PRO MOBILE CART WITH HEIGHT AND TILT ADJUST MUSTANG #MPM-L75U (\$380.00) 2-PRO METAL CART SHELF MUSTANG #MPMS-M (\$65 X 2 = \$130) 1-MICROFLEX PRO AV/IT CERTIFIED 4K60 18G HIGH SPEED HDMI CABLE WITH PROGRIP JET BLACK 6FT COMPREHENSIVE #MHD18G-3PROBLK (\$25. 00) 1-DISPLAY PORT MALE TO HDMI FEMALE ACTIVE ADAPTER, COMPREHENSIVE #DP2HDJA (\$26.00) 1-6-OUTLET SURGE GROUNDED POWER STRIP WITH 10 FT CORD, GE #14092	18.00 EACH	1724.75000	31045.50
-----	--	---------------	------------	----------

=====	=====
Bill To	Requisition 00012447-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
ATLANTIC VIDEO CORPORATION
2866-C DAUPHIN ST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/05/20	018350				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	(\$18.00) INSTALLATION HARDWARE, MATERIALS, SHEATHING, VELCRO, TIES ETC., AVC #MATERIALS (\$20.00) INSTALLATION ALL AVC PROVIDED MATERIALS TO INCLUDE: DISPLAY, MOUNTS, CABLING SYSTEM SET-UP, COMMISSIONING DOCUMENTATION, AND TRAINING AVC #INTEGRATION SERVICES (63 MAN HOURS TOTAL @ \$125.00/HR FOR ALL 18 UNITS = \$7,875.00) FREIGHT FOR ALL 18 UNITS AND COMPONENTS (\$374.40) Additional Description Notes -----			

18 COMPLETE MOBILE CART CONFERENCE SYSTEMS TOTALLY CONFIGURED FOR VIDEO
TESTIFYING FOR COURT.

MOBILE POLICE DEPARTMENT TO PROVIDE NETWORK CABLE, COMPUTER AND
KEYBOARD/MOUSE (LAPTOP).
Vendor Item

1 1000.30.15.1530.1530.1530.0000.0000.44020.
E G-COVID19 .CATEGORY B.EQUIPMENT .

31045.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012447-00 FY 2020 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

Vendor
ATLANTIC VIDEO CORPORATION
2866-C DAUPHIN ST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/20	018350				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

Requisition Link

Requisition Total 31045.50

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-COVID19 .CATEGORY B.EQUIPMENT .	31045.50	.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	31045.50	3981560.70
POLICE ADMIN SERVICES EXP		
OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Cancelled	06/11/20	ANNE FOLEY	GL Allocation changed
Approved	06/05/20	SHERRY HORTON	Auto approved by: 910518653
Approved	06/05/20	TAYLOR HARRIS	
Approved	06/05/20	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	06/05/20	RANDY THREADGILL	Auto approved by: 910518653

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012447-00 FY 2020 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
--	---	--------

Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/11/20 SHERRY HORTON	Auto approved by:	910518653	
Approved	06/11/20 TAYLOR HARRIS			
Approved	06/11/20 REBECCA CHRISTIAN	Auto approved by:	910518653	
Approved	06/11/20 RANDY THREADGILL	Auto approved by:	910518653	
Forward	06/06/20 JOHN PAINE			
Approved	06/11/20 DONNA MICHELE STANLEY	Auto approved by:	910516727	
Approved	06/11/20 DONALD ROSE	Approved by:	9105fo1a	
Approved	06/11/20 JOHN PAINE	Auto approved by:	910516727	

Authorized By: _____ Date: _____
 Signature



STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

WHEREAS the Alabama Emergency Management Act of 1955, as amended, confers upon the Governor the power to proclaim a state of emergency when a public health emergency has occurred or is reasonably anticipated in the immediate future, *see* Ala. Code § 31-9-8;

WHEREAS the State Health Officer has reported the appearance of the 2019 novel coronavirus known as COVID-19 in the State of Alabama; and

WHEREAS the appearance of COVID-19 in the State indicates the potential of widespread exposure to an infectious agent that poses significant risk of substantial harm to a large number of people;

NOW, THEREFORE, I, Kay Ivey, Governor of the State of Alabama, on the recommendation of the State Health Officer and pursuant to relevant provisions of the Alabama Emergency Management Act of 1955, as amended, Ala. Code §§ 31-9-1 *et seq.*, do hereby declare that a state public health emergency exists in the State of Alabama. I direct the appropriate state agencies to exercise their statutory and regulatory authority to assist the communities and entities affected. I also direct the Alabama Department of Public Health and the Alabama Emergency Management Agency to seek federal assistance as may be available.

FURTHER, I hereby proclaim and direct all of the following:

I. Alternative standards of care

I find that COVID-19 cases could overwhelm the health care facilities and personnel of this State and undermine their ability to deliver patient care in the traditional, normal, and customary manner or using the traditional, normal, and customary standards of care. To that end:

- A. Health care facilities that have invoked their emergency operation plans in response to this public health emergency may implement the "alternative standards of care" plans provided therein, and those alternative standards of care are declared to be the state-approved standard of care in health care facilities to be executed by health care professionals and allied professions and occupations providing services in response to this outbreak.
- B. These alternative standards of care shall serve as the "standard of care" as defined in section 6-5-542(2), Code of Alabama, for the purposes of section 6-5-540 *et seq.* The "degree of care" owed to patients by licensed, registered, or certified health care professionals for the purposes of section 6-5-484 shall be the same degree of care set forth in the alternative-standards-of-care plans. To the extent that the provisions of section 6-5-540 *et seq.* are inconsistent with this order, those provisions are hereby suspended.

- C. All health care professionals and assisting personnel executing the alternative-standards-of-care plans in good faith are hereby declared to be "Emergency Management Workers" of the State of Alabama for the purposes of Title 31 of the Code of Alabama.
- D. The State Health Officer shall inform members of the public on how to protect themselves and on the actions being taken in response to this public health emergency.
- E. Any person suspected or confirmed as having COVID-19 shall obey the instructions given or communicated by the State Health Officer, or his designee, to prevent the spread of disease pursuant to section 22-11A-7, Code of Alabama. Instructions may include, but are not limited to, specific directions to be followed related to necessary self-monitoring, quarantine, and isolation. I direct all relevant state agencies to consult with the State Health Officer and provide all appropriate assistance to assure compliance with such instructions.

II. Price gouging

In accordance with sections 8-31-1 through 8-31-6 of the Code of Alabama, all persons are hereby placed on notice that it is unlawful for any person within the State of Alabama to impose unconscionable prices (i.e., to engage in "price gouging") for the sale or rental of any commodity or rental facility during the period of a declared state of emergency.

III. School closures

Any affected school system that is closed as a direct result of its response to COVID-19 and that loses student days or employee days, or both, may appeal to the State Superintendent of Education for relief in fulfilling the local school calendar with respect to student days or employee days, or both, with no loss of income to employees. *See Ala. Code § 16-13-231(b)(1)c.2.*

IV. State-government office closures

State government offices may be closed at the direction of the Governor. State agency heads will receive instructions from the Governor's Office or the State Personnel Director if closures are authorized.

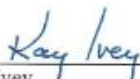
V. Waiver of certain federal hours-of-service requirements

Pursuant to 49 C.F.R. § 390.23, this declaration of a state of emergency facilitates a waiver of certain regulations of the U.S. Department of Transportation-Federal Motor Carrier Safety Administration (FMCSA), including 49 C.F.R. Part 395 (Hours of Service for Drivers), as it relates to the provision of emergency-or disaster-related materials, supplies, goods, and services. This waiver shall terminate at the earliest of (1) the conclusion of the motor carrier's or driver's direct assistance in providing emergency relief; (2) 30 days from the initial declaration of emergency; (3) the issuance of a proclamation terminating this State of Emergency; or (4) any other time dictated by the FMCSA's regulations. Motor carriers that have an out-of-service order in effect may not take advantage of the relief from regulation that this declaration provides under 49 C.F.R. § 390.23.

FURTHER, I declare that this proclamation and all subsequent orders, laws, rules, or regulations issued pursuant hereto shall remain in full force and effect for the duration of the public health emergency unless rescinded or extended by proclamation.

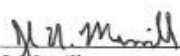


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this 13th day of March, 2020.



Kay Ivey
Governor

ATTEST:



John H. Merrill
Secretary of State



STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

WHEREAS, on March 13, 2020, I declared the existence of a state public health emergency based on the appearance of the 2019 novel coronavirus known as COVID-19 in the State of Alabama;

WHEREAS that initial proclamation included provisions designed to assist in preventing the spread of COVID-19 and in mitigating the consequences of COVID-19;

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social-distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS new implications of COVID-19 come to light on a continual basis, requiring flexibility and adaptability by all levels of government within the State of Alabama;

NOW, THEREFORE, I, Kay Ivey, Governor of the State of Alabama, pursuant to relevant provisions of the Alabama Emergency Management Act of 1955, as amended, Ala. Code §§ 31-9-1 *et seq.*, do hereby proclaim the existence of conditions that warrant implementation of additional extraordinary measures and relief during the state health emergency now in effect in order to guard public health and protect human life. I therefore proclaim and direct all of the following:

I. Rescheduling of the March 31, 2020, Primary Runoff Election

I find that conducting the primary runoff election currently scheduled for March 31, 2020, poses a serious public-health threat because there is not enough time before then to implement best practices for safely conducting an election under conditions related to COVID-19. To that end:

- A. The primary runoff election scheduled for March 31, 2020, is hereby rescheduled to July 14, 2020.
- B. Nothing in this section shall be construed to alter, amend, or modify any other provision of state law regarding the conduct of this primary runoff election. The Secretary of State and appropriate election officials shall take all reasonable efforts to publicize voter registration and absentee-voting opportunities.
- C. The Secretary of State shall amend his Administrative Calendar to reflect the rescheduled primary runoff date and provide a copy to all appropriate election officials via certified mail and email. The Secretary of State shall also provide an amended copy of the Alabama Fair Campaign Practices Act filing calendar to all

candidates and committees participating in the rescheduled primary runoff election.

II. School Closures

This supplemental proclamation shall ratify my previous order, issued orally on March 13, 2020, requiring the closure of all K-12 public schools at the end of the day Wednesday, March 18, 2020, with reopening scheduled for the start of school on Monday, April 6, 2020, should circumstances permit. Nothing in this section shall supersede any decision or order issued prior to the date of this supplemental proclamation that require school closures to a greater extent than required by this section. The State Superintendent of Education and State Health Officer shall consult with one another on a continuing basis and provide recommendations to me, as warranted, regarding the opening or closure of schools in response to COVID-19.

III. Open Meetings Act

I find that the government response to COVID-19 requires a careful balance between concerns for public health and safety (including the effectiveness of COVID-19 mitigation strategies), for the continued operations of governmental body, and for the right of the public to the open conduct of government. To that end:

- A. Notwithstanding any provision of the Open Meetings Act, members of a governmental body may participate in a meeting—and establish a quorum, deliberate, and take action—by means of telephone conference, video conference, or other similar communications equipment if:
 - 1. Any deliberation conducted, or action taken, during the meeting is limited to matters within the governmental body's statutory authority that is (a) necessary to respond to COVID-19 or (b) necessary to perform essential minimum functions of the governmental body; and
 - 2. The communications equipment allows all persons participating in the meeting to hear one another at the same time.
- B. Governmental bodies conducting a meeting pursuant to this section are encouraged, to the maximum extent possible, to use communications equipment that allows members of the public to listen to, observe, or participate in the meeting.
- C. No less than twelve hours following the conclusion of a meeting conducted pursuant to this section, a governmental body shall post a summary of the meeting in a prominent location on its website—or, if it has no website, in any other location or using any other method designed to provide reasonable notice to the public. The summary shall recount the deliberations conducted and the actions taken with reasonable specificity to allow the public to understand what happened.
- D. Nothing in this section shall be construed to alter, amend, or modify any other provision of the Open Meetings Act, including the notice requirements found in section 36-25A-3 and the enforcement, penalty, and remedy provisions found in section 36-25A-9. Any action or actions taken in violation of paragraph A will be deemed invalid.
- E. To the maximum extent possible, the terms used in this section shall have the same meaning as the terms defined in section 36-25A-2 of the Open Meetings Act.

IV. Procurement of emergency-related supplies

I find that state agencies and local awarding authorities may be required to procure goods or services to properly and adequately respond to the public health threat posed by COVID-19. Therefore, my emergency proclamation dated March 13, 2020, shall satisfy the notice and writing requirements of the emergency provisions found in sections 41-16-23 and 41-16-53 of the competitive bid law. I hereby authorize state agencies and local awarding authorities to enter into contracts for goods and services without public advertisement to the extent necessary to respond to COVID-19. State agencies and local awarding authorities shall maintain accurate and fully itemized records of all expenditures made pursuant to this section.

V. Reimbursement for certain state employees

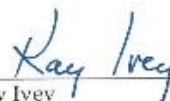
I proclaim that it is fair, reasonable, and appropriate that those State of Alabama employees who are required to perform response services away from their home base of operations be reimbursed for the actual expenses they incur while performing these services on behalf of the State of Alabama. Therefore, I authorize the reimbursement of actual and necessary expenses, as prescribed by the Fiscal Policies and Procedures Manual, for state employees who have been, are being, or may be called away from their home base in response to this state of emergency. All such claims for expense reimbursement must be reasonable and must be certified as such by the employee's agency head or appointing authority.

FURTHER, to the extent a provision of this supplemental proclamation conflicts with any provision of state law, such law is hereby suspended for the duration of this state of emergency, and this proclamation shall control.

FURTHER, I declare that this proclamation and all subsequent orders, laws, rules, or regulations issued pursuant hereto shall remain in full force and effect for the duration of the public health emergency unless rescinded or extended by proclamation.

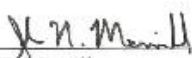


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this 18th day of March, 2020.



Kay Ivey
Governor

ATTEST:



John H. Merrill
Secretary of State

RESOLUTION & PROCLAMATION OF EMERGENCY

Sponsored by: Mayor William S. Stimpson

WHEREAS, the Centers for Disease Control (CDC) has declared the coronavirus a pandemic and recommended the implementation of extraordinary policies and procedures to protect public health and welfare; and

WHEREAS, the coronavirus pandemic presents a national, state and local public health emergency, as defined in ALA CODE Section 31-9-3 (4), which, due to its unique nature, is outside the scope of the City of Mobile Civil Emergency provisions, City Code Chapter 39, Article II, Division 2, Sections 39-84 et seq., and City of Mobile Human Resources Policy, Disaster or Emergency Days, Policy #HR-002-06 which addresses hurricanes and other natural or manmade calamities; and

WHEREAS, the City Council, as the governing body of the City of Mobile, is authorized to provide for the health and safety of persons and property, under ALA CODE Section 31-9-10(b)(1), and to provide for the safety, and preserve the health of the inhabitants of the municipality, pursuant to Section 11-45-1;

WHEREAS, the City Council finds and declares that it is in the best interest of the City to adopt policies and procedures consistent with CDC directives to prepare and protect the City of Mobile from dangers arising from this unprecedented pandemic;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, HEREBY DECLARES AND RESOLVES AS FOLLOWS:

1. That the City Council, on recommendations and findings of the State Health Officer and the Proclamation of Emergency by Governor Kay Ivey adopted March 13, 2020, does hereby declare that a public health emergency exists in the City of Mobile.
2. That the CDC declaration of a pandemic constitutes an emergency, which invokes the City's authority to make emergency purchases and enter contracts for public works as authorized by the Competitive Bid Law, ALA CODE Section 41-16-53, and Public Works Law, ALA CODE Section 39-2-2(e).
3. That members of the public who have been diagnosed with COVID-19, who have family members who have been so diagnosed, who are showing symptoms of COVID-19 or know themselves to have been otherwise exposed, are prohibited from attending public meetings.
4. That special recognition of organizations, athletic teams, and other non-business functions that bring large numbers of citizens to meetings are temporarily suspended.

5. That the Mayor is authorized to cooperate with local health officials to make City property available for use as mobile coronavirus testing sites.
6. That the purchasing agent and other City officials as appropriate are authorized to make emergency purchases of goods and services as authorized by the Competitive Bid Law and Public Works Law.
7. That, in the event the City Council due to lack of a quorum or some other unforeseen reason, is unable to conduct its regularly scheduled meeting, the Council President, or, in his absence, the Council Vice-President may authorize City contracts and purchases, which authorization must be ratified at the next following Council meeting.
8. That the Mayor is authorized, as necessary, to issue orders to prohibit price gouging, to impose curfews, and to effect such other purposes as are imminently necessary for the protection of life and property.
9. This Proclamation and Resolution shall remain in effect for the duration of the State of Alabama Emergency Order.

Adopted: March 17, 2020



City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman C. J. Small

Purpose and Scope of Project:

To accept Change Order No. 1 for deduction of \$90,660.05 from original contract amount of \$5,995,977.00 with John G. Walton Construction Co., Inc.

This effort is funded via Paygo, CIP & MAWSS. Note, this is a deductive change order.

Amount of Contract:

\$5,905,316.95 [after deduction]

Funding Source

Project # C0425

Project String 20002000-48010

Budget Amendment **REDUCE** \$90,660.05 **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:2694

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/8/2020 - 2:21 PM
Capital	Hollins, Tiffany	Approved	6/8/2020 - 2:57 PM
Legal	Kern, Chris	Approved	6/8/2020 - 4:01 PM
Mayors	Wesch, Paul	Approved	6/9/2020 - 9:00

Office

AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Councilmember Richardson and Mayor Stimpson

Sponsored by:

Kimberly Harden, Director of Architectural Engineering Department

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$44,200.00

Funding Source

Project # Trinity Gardens Park - Improvements, PR-038-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2793

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/10/2020 - 10:17 AM
Capital	Hollins, Tiffany	Approved	6/10/2020 - 11:01 AM
Legal	Kern, Chris	Approved	6/10/2020 - 12:03 PM
Mayors Office	Wesch, Paul	Approved	6/10/2020 - 1:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Williams and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$46,250.00

Funding Source

Project # Sam Stotts Park - Improvements Phase 2,
PR-044-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2794

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/10/2020 - 11:51 AM
Capital	Hollins, Tiffany	Approved	6/10/2020 - 12:10 PM
Legal	Kern, Chris	Approved	6/11/2020 - 10:42 AM
Mayors Office	Wesch, Paul	Approved	6/11/2020 - 12:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Richardson and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$21,500.00

Funding Source

Project # Tricentennial Park - Splashpad
Improvements, PR-031-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2798

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/11/2020 - 1:26 PM
Capital	Hollins, Tiffany	Approved	6/11/2020 - 1:45 PM
Legal	Kern, Chris	Approved	6/11/2020 - 2:27 PM
Mayors Office	Wesch, Paul	Approved	6/11/2020 - 2:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve an Intergovernmental Agreement with the Mobile County Commission. This is a "no cost to the City" agreement, the effort is being fully funded by the County.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/8/2020 - 2:19 PM
Legal	Kern, Chris	Approved	6/8/2020 - 4:06 PM
Mayors Office	Wesch, Paul	Approved	6/9/2020 - 9:01 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Locution Systems Inc for renewal of software maintenance for Fire Department Prime Alert dispatch software.

General Fund.

Amount of Contract:

\$25,006.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200611 Locution Agenda Package	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 3:09 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.*

RESOLUTION

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
<u>12574</u>	2020	(1510) FIRE ADMINSTRATION	ANNUAL SOFTWARE LICENSE AND MAINTENANCE AGREEMENT RENEWAL FOR PRIME ALERT DISPATCH MAPPING SOFTWARE (SOLE SOURCE RENEWAL OF MAINTENANCE FOR EXISTING PRODUCT)	\$25,006.00	<u>(287059)</u> <u>LOCUTION</u> <u>SYSTEMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007884-00 FY 2016 PO 16006472 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105irbb Status: Converted	Page 1
--	---	--------

Vendor LOCUTION SYSTEMS INC 1626 COLE BLVD SUITE 325 GOLDEN, CO 80401 Tel#303-301-7301 Fax 303-384-9014	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/16	1287059				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	FIRE ALARM SYSTEM: LOCUTION SYSTEMS, INC. ANNUAL MAINTENANCE FOR YEAR OF JULY 1, 2016 - JUNE 30, 2016; INVOICE 116199 Additional Description Notes ----- FIRE ALARM SYSTEM: LOCUTION SYSTEMS, INC. ANNUAL MAINTENANCE FOR YEAR OF JULY 1, 2016 - JUNE 30, 2016; INVOICE 116199 Vendor Item	1.00 EACH	34994.00000	34994.00
1	1000.30.15.1510.1510.1510.0000.0000.42200.			34994.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

[Requisition Link](#)

Requisition Total 34994.00

***** General Ledger Summary Section *****
Account
1000.30.15.1510.1510.1510.0000.0000.42200.

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007884-00 FY 2016 PO 16006472 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105irbb Status: Converted	Page 2
---	---	--------

Vendor LOCUTION SYSTEMS INC 1626 COLE BLVD SUITE 325 GOLDEN, CO 80401 Tel#303-301-7301 Fax 303-384-9014	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/16	287059				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE ADMINISTRATION EXP	34994.00	2028646.52
PROFESSIONAL & TECHNICAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	07/21/16	DONALD ROSE	Auto approved by: 9105irbb
Approved	07/21/16	JOHN PAINE	Auto approved by: 9105irbb
Approved	07/21/16	BOBBY IRBY	
Approved	07/21/16	JAMES NEESE JR	Auto approved by: 9105irbb
Approved	07/21/16	JOHN PAINE	Auto approved by: 9105irbb

Authorized By: _____ Date: _____

Signature

Purchase order 883285

DONE AS A SOLC SOURCE

Relays needed to patch New m/n Com Radio system
To Existing, in station alerting systems.

New radios ordered by Mohite Gusty Communications
District, see Oct 18, 2010 Letter From Robert Rullang
Fire Dept Communications.

Tried To price Relays, one quote from
Spectronics, higher price without the programming.

Relay is known as PLC. Programmable Logic Controller.

Due To NEED to match alerting systems as well
As Radio Receiver, being bought as Solc Source.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase of a Kubota M62 tractor from Toomey Equipment Co. Inc. From General Fund of Azalea City Golf Course.

Amount of Contract:

\$60,032.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200608 Toomey Agenda Package POs	Cover Memo	6/8/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/9/2020 - 9:01 AM

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.*

RESOLUTION

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
<u>11173</u>	2020	(F6130) AZALEA CITY GOLF COURSE	KUBOTA M62 TRACTOR WITH BT1400 BACKHOE AND TL1800 LOADER (SEALED BID 5423)	\$60,032.00	(<u>205775</u>) <u>TOOMEY</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011173-00 FY 2020 Acct No: 6130.70.20.0000.0000.2005.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 TOOMEY EQUIPMENT CO INC
 5788 HWY 90 W

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

THEODORE, AL 36582

Tel#251-653-1900
 Fax 251-653-1901

Delivery Reference
 BRIAN AARON

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/20	205775				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 TRACTOR RUBBER TIRED, DIESEL, WITH BACKHOE + LOADER Additional Description Notes	1.00 EACH	60032.00000	60032.00

K TRACTOR LOADER BACKHOE

VENDOR TO PROVIDE KUBOTA M62 TRACTOR WITH TLI800 AND BT1400

AS PER MY BID #5423 AND YOUR QUOTE
 Vendor Item
 Inventory Item/Loc 128

1 6130.70.20.0000.0000.2005.0000.0000.47010. 60032.00

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total

60032.00

***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011173-00 FY 2020 Acct No: 6130.70.20.0000.0000.2005.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 2

 Vendor
 TOOMEY EQUIPMENT CO INC
 5788 HWY 90 W

 Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

THEODORE, AL 36582

 Tel#251-653-1900
 Fax 251-653-1901

 Delivery Reference
 BRIAN AARON

 Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/20	205775				AZALEA CITY GOLF COURSE

Account Account 6130.70.20.0000.0000.2005.0000.0000.47010. AZALEA CITY GOLF COURSE EXP	Amount Remaining Budget Amount Remaining Budget 60032.00 EQUIPMENT (GREATER \$5000)
---	--

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Cancelled	06/06/20	JOHN PAINE	GL Allocation changed
Forward	05/28/20	BOBBY IRBY	Automatic Forward to 910514396
Approved	06/06/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	06/06/20	DONALD ROSE	Auto approved by: 9105paij
Approved	06/06/20	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5423

	TOOMEY EQUIPMENT	1 SOURCE POWER AND EQUIPMENT
BACKHOE	\$60,082.00	\$69, 210.00

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: 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:
05/18/2020	5423	Garage	As Specified

This bid must be received and stamped by the Purchasing office not later than 1:00 AM, Friday, June 5, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-3	RUBBER TIRE TRACTOR/LOADER/BACKHOE Rubber Tire Tractor/Loader/Backhoe as per the following and attached minimum specifications. Make _____ Model _____ Upon award the City will purchase a minimum of one (1) Rubber Tire Tractor/Loader/Backhoe. Vendor shall be responsible to set up, deliver to the City, and to train City Employees in the use and servicing of the Rubber Tire Tractor/Loader/Backhoe. Vendor shall provide three (3) sets of Service Manuals, three (3) sets of Parts Manuals, and three (3) sets of Operators Manuals. Vendor shall have a Service Center within forty (40) miles of the Police Jurisdiction of the City of Mobile. City of Mobile Business License will be required.					
	Page 1 of 2		TOTAL			

Page 1 of 2

**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	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 the award of this bid. Price to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be earned for two (2) additional one (1) year periods. 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 completed order.

MINIMUM SPECIFICATIONS FOR TRACTOR LOADER BACKHOE

Kubota M62 tractor with TL1800 loader and BT1400 backhoe or equal

Engine: 4-cylinder, liquid-cooled, turbo charged, Tier 4 final, diesel engine, 63-horsepower (gross) 148.5 cubic inches displacement, 17.7-gallon fuel tank

Transmission: 4-wheel drive, 6-range hydrostatic transmission with crawling mode

Hydraulics: pump capacity = 30.9 GPM

Power Take Off: rear mounted, 540 rpm, live independent

Controls: hand operated throttle, hand operated lift /lower lever for rear implements, twin traction pedals (1 forward, 1 reverse), electric PTO push/pull type switch,

Gauges: Fuel gauge, hour meter, temperature gauge, low engine oil pressure light, high coolant temperature warning light,

Electrical: 12-volt automotive type electrical system, safety interlock switches on the following: operator presence in seat, parking brake on, traction pedal, PTO engage/disengage

Steering: power steering, adjustable tilt wheel

Tires: R3 turf special, 6-ply rating, rear size 16.9-24, front size 12-16.5

Loader: dual hydraulic cylinders, lift capacity = 3960 pounds; control valve = one detent float position, power beyond circuit, dual self-leveling valve, 48" mechanical quick attach pallet fork frame and forks, 84" mechanical quick attach bucket with bolt-on cutting edge

Backhoe: maximum digging depth = 169", loading reach = 82", bucket rotation = 180 degrees, swing arc = 180 degrees, rubber stabilizer pads, 24" mechanical quick attach bucket, 12" mechanical quick attach bucket, independent boom swing pump

Body: hood & fenders shall be constructed of heavy-duty fiberglass

Other: 2 headlights, 2 rear work lights, ROPS with canopy top, deluxe pivot in place seat with arm rests, wet disc brake system

Warranty: two-year warranty

Remote Hydraulic connection : remote hydraulic kit at front of loader to power front attach implements. This includes the valve, hoses and quick connects to fully operate implements.

Vendor shall provide parts, service, and owner's manuals in both digital & printed forms.



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 insure 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:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to NEC Corporation of America for annual maintenance of Automated Fingerprint ID System including 2 workstations.

General Fund.

Amount of Contract:

\$17,264.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200611 NEC Agenda Package POs	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 3:09 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.*

RESOLUTION

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
<u>12631</u>	2020	(1530) POLICE ADMIN SERVICES	ANNUAL MAINTENANCE OF FINGERPRINT ID SYSTEM (SOLE SOURCE TO MAINTAIN SYSTEM AWARDED UNDER SEALED BID #5134)	\$17,264.00	<u>(276087) NEC CORPORATION OF AMERICA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012631-00 FY 2020 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor NEC CORPORATION OF AMERICA LOCKBOX #22529 22529 NETWORK PLACE CHICAGO, IL 60673-1225	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
06/08/20	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

A TURN-KEY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM INCLUDING 2 WORKSTATIONS.

INVOICE #92130416 IS TO PAY THE ANNUAL MAINTENANCE.

001	INVOICE #92130416 SOFTWARE LICENSE AND/OR SUPPORT (MAINTENANCE)	1.00 EACH	17264.00000	17264.00
-----	--	--------------	-------------	----------

Additional Description Notes

AFIS MAINTENANCE ANNUAL RENEWAL
 BILLING PERIOD: 05/28/2020 TO 5/27/20201 CUSTOMER ACCT #C240000416
 CONTRACT #IDS1195
 SALES ORDER#3900193735

PURCHASED FROM BID #5134.
 ORIGINAL PO #19012657

Vendor Item
 Inventory Item/Loc 1721

1	1000.30.15.1530.1538.1530.0000.0000.42200.	17264.00
---	--	----------

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Emergency Equipment Professional Inc for pump replacement for 2006 EOne fire pumper truck.

General Fund.

Amount of Contract:

\$27, 391.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200611 EEP Agenda Package POs	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 1:48 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.*

RESOLUTION

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
<u>11171</u>	2020	(2050) EQUIPMENT SERVICES	REPLACE PUMP IN 2006 EONE FIRE PUMPER TRUCK (SEALED BID 5425)	\$27,391.00	<u>(294963)</u> <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL,</u> <u>INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011171-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/20	294963				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIR FIRE TRUCK, AS SPECIFIED BELOW: Additional Description Notes ----- REMOVE AND REPLACE PUMP AND TRANSFER CASE ASSY in 2006 EONE PUMPER WITH VIN #4ENGAAA8831005886, CITY OF MOBILE ASSET NUMBER 38158 VENDOR TO REMOVE AND REPLACE EXISTING PUMP AND TRANSFER CASE WITH NEW PUMP ASSEMBLY AND TRANSFER CASE, PUMP IS A QMAX150-23L VENDOR RESPONSIBLE TO PICK UP TRUCK FROM City OF MOBILE MUNICIPAL GARAGE, REPLACE PUMP, RUN PUMP TEST AND RETURN TRUCK UNDER IT'S OWN POWER TO THE CITY GARAGE. VENDOR TO RETURN OLD PUMP AND TRANSFER CASE TO THE CITY. 2003 EONE PUMPER E#6 S.O. #125887 AS PER MY BID #5425 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 12290	1.00 LOT	27391.00000	27391.00
1	7000.40.20.0000.0000.2070.0000.0000.45050.			27391.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011171-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/20	294963				EQUIPMENT SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Work Order: 53031 Work Order Task: 1			

[Requisition Link](#)

Requisition Total 27391.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	27391.00	
MOTOR POOL EXP		REPAIR PARTS

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Cancelled	06/08/20	JOHN PAINE	GL Allocation changed
Approved	05/12/20	DIANE MCCARTY	
Approved	06/08/20	DIANE MCCARTY	
Forward	05/28/20	BOBBY IRBY	Automatic Forward to 910514396
Queued	06/08/20	DONNA MICHELE STANLEY	Automatic Forward to 910514396

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011171-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Released
=====	Page 3

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

-----	-----
Date Ordered	Vendor Number
05/12/20	294963
Date Required	Ship Via
Terms	Department
	EQUIPMENT SERVICES
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	06/08/20 DONALD ROSE		Automatic Forward to	910514396
Queued	06/08/20 JOHN PAINE		Automatic Forward to	910514396

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5425

FIRE TRUCK PUMP REPLACEMENT

	EMERGENCY EQUIPMENT PROFESSIONALS	BRINDLEE MOUNTAIN FIRE APPARATUS
PUMP REPLACEMENT	\$27,391.00	\$32,500.00

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: 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:
5/21/2020	5425	Garage	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, June 5, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	FIRE TRUCK PUMP REPLACEMENT To replace existing pump body, transmission, and suction arms with new pump body, transmission, and suction arms. Truck and Pump Information 2003 Emergency One Pumper Serial #: 31005886 VIN #4ENGAAA8831005886 Hale Fire Pump QMAX 150-23 1500 gpm pump Pump needs complete pump replacement with new QMAX pump. Pump failed pump test; additional damage and wear to the pump transmission determined. City has decided to do complete pump replacement. Truck currently in City shop with pump transmission removed. Truck will not move under own power. Successful bidder will need to arrange to have truck transported or towed/transported to repair location. Upon completion of pump replacement and pump test, vendor shall return the truck under its own power to the City of Mobile Garage. City of Mobile will have personnel on site to observe the pump test and re-certification of the pump. Vendor, in addition to replacing the pump and transmission, will also replace the U-joints.					
			TOTAL			

Page 1 of 2

**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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Replaced pump will be returned to the City of Mobile with repaired apparatus. Truck may be viewed at City of Mobile Municipal Garage at 770 Gayle Street, Mobile, AL 36604. To arrange to view truck, contact William Bush at 251-208-2884 or John Evans at 251-208-2883. 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 the award of this bid. Pricing to be good for a one (1) year period after the award of this bid. 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			

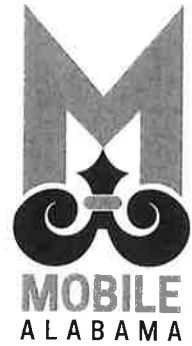
RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

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 completed 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 insure 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:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve and Item-Based Bid Award for Electrical and Traffic Supplies to Graybar Electric Co Inc, Sequel Electrical Supply LLC, Stuart C Irby Co, and Southern Lighting and Traffic Systems.

Items may be purchased with General Fund and Capital/CIP funds as needed for selected projects and systems.

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
20200611 Electrical and Traffic Agenda Package Approve Bids	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 12:48 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5424</u>	ELECTRICAL AND TRAFFIC SUPPLIES	20	Various, see bid tab	6 months, no renewal	Graybar Electric Co Inc, Sequel Electrical, Supply LLC, Stuart C Irby Co, and Southern Lighting and Traffic Systems

Adopted:

City Clerk

TABULATION SHEET BIO # 5424

	C.E.D.	GRAYBAR	SEQUEL	SOUTHERN LIGHTING	STUART IRBY
1 CABLE		.485,08	.45		.456
2 WIRE #2		.92411	.92		.849
3 WIRE #6		.43621	.41		.349
4 SPLICE KIT		29.28	23.50		21.73
5 SPLIT BOLT		2.18	3.80		3.82
6 CONDUIT 3"		11.7969	12.50		11.393
7 TAPE		4.84	4.00		4.17
8 HUB 3"		17.59	23.40		26.09
9 CONNECTOR		78.73	140.00		105.17
10 LOAD CENTER		60.50	118.00		—
11 BREAKER		156.20	186.25		—
12 CONTACTOR		65.04	89.40		—
13 PUSH BUTTON		64.40	55.70		—
14 SOCKET		34.85	65.70		73.01
15 GLOBE		18.81	35.00		37.37
16 RECEPTACLE		19.04	22.25		18.02
17 PHOTO CONTROL		14.26	12.00		8.27
18 BREAKER		15.21	24.00		—
19 BREAKER		6.33	11.00		—
20 CABINET		2,457.14	—	1,850.00	2,277.78

* Item # 14 + 15 GRAYBAR REQUIRED MINIMUM ORDER AMOUNTS

BID SHEET

• • • • •

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Please quote the lowest price at which you will furnish the articles listed below

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, June 4, 2020

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. Prices quoted on wire/cable good for: _____ days. Prices quoted on bid good for: _____ days. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

RFQ #4923

1) TRAY CABLE, 12/3 XHHW, NEED IT ON A REEL ALL ONE LENGTH

QTY

600

FT BRAND _____ COST _____ / FT

2) WIRE, #2 Cu. XHHW BLACK, NEED ON A NON- RETURNABLE REEL ALL ONE LENGTH

QTY

8,000

FT BRAND _____ COST _____ / FT

3) WIRE, #6 Cu. XHHW BLACK, NEED ON A NON- RETURNABLE REEL ALL ONE LENGTH

QTY

6,000

FT BRAND _____ COST _____ / FT

4) #2 GEL SPLICE KIT

QTY

48

MAKE _____ MODEL _____ COST _____

5) #2 SPLIT BOLT

QTY

24

MAKE _____ MODEL _____ COST _____

6) CONDUIT,RIGID GALVANIZED, 3 INCH, 10 FOOT LENGTHS

QTY

100

FT BRAND _____ COST _____ / FT

RFQ #4923

7) TAPE, SCOTCH 33 BLACK, ¾ INCH, NO SUB

QTY

10

ROLLS MAKE _____ MODEL _____ COST _____ /ROLL

8) HUB, 3 INCH, WATER TIGHT HUB

QTY

1

MAKE _____ MODEL _____ COST _____

9) CONNECTOR, 3 INCH, THREADLESS RIGID

QTY

1

MAKE _____ MODEL _____ COST _____

10) LOAD CENTER, SQD QO816L100RB, NO SUB

QTY

1

MAKE _____ MODEL _____ COST _____

11) MINIATURE CIRCUIT BREAKER, SQD QOM2100VH, NO SUB

QTY

1

MAKE _____ MODEL _____ COST _____

12) CONTACTOR, SQD 891DPA43V02, NO SUB

QTY

3

MAKE _____ MODEL _____ COST _____

13) START/STOP PUSH BUTTON KIT, SQD 9999SA2 HOA, NO SUB

QTY

3

MAKE _____ MODEL _____ COST _____

RFQ #4923

14) SOCKET, MEDIUM BASE, E-26, KILLARK # NV2IG15

QTY

1

MAKE _____ MODEL _____ COST _____

15) GLASS GLOBE GUARD, KILLARK # NV2GG

QTY

1

MAKE _____ MODEL _____ COST _____

16) RECEPTACLE, W/ PLST HOUSING AND MOUNTING BRACKET, NSI 2421

QTY

1

MAKE _____ MODEL _____ COST _____

17) PHOTO CONTROL BLUE, 5007M

QTY

1

MAKE _____ MODEL _____ COST _____

18) BREAKER, SQ QO220, 2-POLE, 20AMP, NO SUB

QTY

3

MAKE _____ MODEL _____ COST _____

19) BREAKER, SQD QO120, SINGLE POLE, 20AMP, NO SUB

QTY

1

MAKE _____ MODEL _____ COST _____

20) CABINET, CONTROL, EMPTY, BARE, 60 INCH, ECONOLITE # 170-1001-001-2 REV T

QTY

1

MAKE _____ MODEL _____ COST _____



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 insure 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:6/16/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Purchase Order to CDW Government LLC for video storage server and card.

General Fund

Amount of Contract:

\$24,659.22

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200611 CDW Agenda Package POs	Cover Memo	6/11/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	6/11/2020 - 1:48 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.*

RESOLUTION

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
<u>11785</u>	2020	(1545) POLICE CYBER DIVISION	BCDVIDEO 32GB VIDEO RECORDING SERVER WITH 6TB ACCELERATOR STORAGE CARD (NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$24,659.22	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2020 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a 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 GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/20	272932				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
001 ITEM: BCDVIDEO XEON 4216 240 32GB NVR Supplier Part No: 6039340 Manufacturer Part No: BCD-218X-PVS-168T Manufacturer Name: BCDVideo Supplier Quote No: 33485:LJMV551 NIGP: UNSPSC: 43000000	1.00 EACH	23074.81000	23074.81
1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			23074.81

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

002 ITEM: BCDVIDEO 1 6TB ACCEL RATOR CARD Supplier Part No: 5900271 Manufacturer Part No: BCD-SA-BVA-1. 6T Manufacturer Name: BCDVideo	1.00 EACH	1584.41000	1584.41
---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2020 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	---	--------

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/20	1272932				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Supplier Quote No: 33485:LJMV551 NIGP: UNSPSC: 43000000			

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			1584.41
---	--	--	--	---------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Requisition Link

Requisition Total	24659.22
-------------------	----------

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	24659.22	11511.87

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	24659.22	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2020 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
---	---

Page 3

Vendor
 CDW GOVERNMENT LLC
 230 N MILWAUKEE AVE

 VERNON HILLS, IL 60061

 Tel#877-501-2756
 Fax 312-705-0431

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

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Delivery Reference
 ATTN: KEVIN LEVY 2514224275

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

MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/20	272932				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
DRUG ENFORCEMENT FUND EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/22/20	SHERRY HORTON	Auto approved by: 9105thrr
Approved	05/22/20	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	05/22/20	RANDY THREADGILL	
Forward	05/22/20	JOHN PAINE	
Approved	05/26/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	05/26/20	DONALD ROSE	Approved by: 9105fo1a
Approved	05/26/20	ANNE FOLEY	Auto approved by: 910516727
Approved	05/26/20	BOBBY IRBY	Auto approved by: 910516727
Approved	05/26/20	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

001 SERVICE OIL CHANGE UP TO 8 QUARTS WITH BOTH OIL AND AIR FILTER CHANGE, OIL TO BE THAT SPECIFIED IN OWNERS MANUAL, AS PER MY BID 5241 AND YOUR QUOTE. Additional Description Notes	1.00 EACH	69.95000	69.95
--	--------------	----------	-------

VIN: XG1104114
 Vendor Item
 Inventory Item/Loc 17698

1 7000.40.20.0000.0000.2070.0000.0000.45050.	69.95
--	-------

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011785-00 FY 2019 PO 19011148 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Converted	Page 4
--	--	--------

Vendor FAUSAK TIRES & SERVICE 4205 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-661-8671 Fax 251-661-6924	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference SHERRIL DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/24/19	294798				EQUIPMENT SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference SHERRIL DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Work Order: 19559 Work Order Task: 1			

[Requisition Link](#)

Requisition Total 24729.17

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	24659.22	
DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES		
7000.40.20.0000.0000.2070.0000.0000.45050.	69.95	
MOTOR POOL EXP REPAIR PARTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/24/19	NITA MARSTON	Auto approved by: 910518213
Approved	05/24/19	MARY SIZEMORE	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011785-00 FY 2019 PO 19011148 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Converted	Page 5
--	--	--------

Vendor FAUSAK TIRES & SERVICE 4205 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-661-8671 Fax 251-661-6924	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference SHERRIL DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/24/19	294798				EQUIPMENT SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
Signature

001 TIRE 245/75R17, FIRESTONE TRANSFORCE HT 207-483, BRIDGESTONE DUELER AT REVO 211-835,, GOODYEAR WRANGLER SR-A 179-636-492 Additional Description Notes -----	2.00 EACH	129.65000	259.30
--	--------------	-----------	--------

FIRESTONE TRANSFORCE AT #000184
 Vendor Item
 Inventory Item/Loc 15636

1 1000.40.20.2070.2050.2070.0000.0000.45050.	259.30
--	--------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 SEAN CLARK

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2017 PO 17011373 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45050. Review: Buyer: 9105irbb Status: Converted	Page 6
---	---	--------

Vendor
 MCGRIFF TIRE COMPANY INC
 2409 EAST I-65 SERVICE RD N

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

PRICHARD, AL 36610

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.OLRG

Tel#251-753-1026
 Fax 251-452-3817

Delivery Reference
 SEAN CLARK

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/17	132407				EQUIPMENT SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Requisition Link

Requisition Total 24988.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45050.	259.30	2867632.54
FLEET MANAGEMENT EXP REPAIR PARTS		
4035.30.15.0000.0000.1530.0000.0000.44020.	24659.22	2867632.54
DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES		
7000.40.20.0000.0000.2070.0000.0000.45050.	69.95	2867632.54
MOTOR POOL EXP REPAIR PARTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/20/17	DONALD ROSE	Auto approved by: 9105irbb
Approved	09/20/17	BOBBY IRBY	
Approved	09/20/17	JOHN PAINE	Auto approved by: 9105irbb
Approved	09/20/17	BOBBY IRBY	Auto approved by: 9105irbb

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2018 PO 18010984 Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 9105irbb Status: Converted	Page 7
--	---	--------

Vendor
FAUCET PARTS OF AMERICA INC
652 HOLCOMBE AVE

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36606

MOBILE, AL 36604
MYRA.JACKSON@CITYOFMOBILE.ORG

Tel#251-473-1638
Fax 251-479-4899

Delivery Reference
MYRA JACKSON

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/18	061780	06/07/18			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	PLUMBING FIXTURES/PARTS CHICAGO 665-196 METERING CARTRIDGE STEM Vendor Item	1.00 EACH	38.50000	38.50

1	1000.45.20.3030.3035.3030.0000.0000.44020.	38.50
---	--	-------

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
MYRA JACKSON

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	25026.97
-------------------	----------

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.44020.	38.50	516773.80
FACILITY MAINTENANCE EXP		
OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	06/07/18	DONALD ROSE	Auto approved by: 9105irbb

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011785-00 FY 2018 PO 18010984 Acct No: 1000.45.20.3030.3035.3030.0000.0000.44020. Review: Buyer: 9105irbb Status: Converted	Page 8
--	---	--------

Vendor
 FAUCET PARTS OF AMERICA INC
 652 HOLCOMBE AVE

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36606

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Tel#251-473-1638
 Fax 251-479-4899

Delivery Reference
 MYRA JACKSON

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/18	061780	06/07/18			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/07/18 BOBBY IRBY			
Approved	06/07/18 JOHN PAINE			

Auto approved by: 9105irbb

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$15,500.00

Funding Source

Project # Spanish Plaza-Lighting Upgrades, PR-063-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2800

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	6/11/2020 - 1:58 PM
Capital	Hollins, Tiffany	Approved	6/11/2020 - 2:12 PM
Legal	Kern, Chris	Approved	6/11/2020 - 2:31 PM
Mayors Office	Wesch, Paul	Approved	6/11/2020 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilperson Bess Rich

Purpose and Scope of Project:

To accept contract with James H. Adams & Son Construction Company, Inc.

Amount of Contract:

\$245,344.00

Funding Source

Project # C0489

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:2799

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/11/2020 - 1:25 PM
Capital	Hollins, Tiffany	Approved	6/11/2020 - 2:04 PM
Legal	Kern, Chris	Approved	6/11/2020 - 2:53 PM
Mayors Office	Wesch, Paul	Approved	6/11/2020 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer
Brad Christensen, Director, REAM
Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson
Councilmember Levon C. Manzie

Purpose and Scope of Project:

Grant an easement to Alabama Power Company, to replace primary conductors from Claiborne West to Lawrence and North to Eslava St., Mobile Civic Center, as shown on attached drawing

Amount of Contract:

N/A

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	6/11/2020
Easement Agreement with Sketch of Proposed Job	Resolution Letter	6/11/2020
Approval Memo REAM and Engineering	Resolution Letter	6/11/2020

REVIEWERS:

Department Reviewer

Action

Date

Real Estate Melton, Michelle

Approved

6/11/2020 -
12:00 PM

Legal Kern, Chris

Approved

6/11/2020 -
12:03 PM

Mayors
Office Wesch, Paul

Approved

6/11/2020 -
12:48 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Levon Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-9T-A120, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to replace primary conductors from Claiborne West to Lawrence and North to Eslava St., Mobile Civic Center, as shown on the attached drawing.

Adopted:

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A65539TA120

Transformer No M223938

Parcel No. _____

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2020, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter called the City and Alabama Power Company, a corporation, hereinafter called the Power Company:

W I T N E S S E T H :

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

SEC 40 TWN 4S RNG 1W BEG NE COR LOT 2 BLK 13 E CHURCH ST AREA 1ST ADD MBK 19/133 TH SLY 1132 FT-S- TH WLY 79 FT -S- TH SLY 110 FT NLY 950 FT -S-. Said location of the facilities to be installed as detailed in the Exhibit A, attached hereto and made a part of this agreement.

WHEREAS, the Power Company desires an easement at the location hereinafter described upon which to construct, install, operate and maintain poles, wires, conduits, cables, guy wires, anchors, transcloasures and other appliances and facilities useful or necessary in connection therewith for the overhead and underground transmission and distribution of electric power and for the overhead and underground communication service, upon, over, under and across the above described land, and

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for the installation, operation and maintenance of poles, wires, conduits, cables, guy wires, anchors, transcloasures and other appliances and facilities useful or necessary in connection therewith for the overhead and underground transmission and distribution of electric power and for the overhead and underground communication service upon, over, under and across the above described land. The exact location of the easements herein granted shall be as shown marked on **Alabama Power Company Drawing No. # A65539TA120** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in the future in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company, in the construction, operation and maintenance of said electric power facilities and communication service, shall not deposit or place any spoil closer than 25 feet of any power poles, towers, structures and/or guy wires presently or hereafter located on said lands and no spoil shall be placed at any location that will reduce the present conductor clearance underneath said facilities.

E. The City shall not deposit or place any spoil closer than 25 feet of any power poles, towers, structures and/or guy wires presently or hereafter located on said lands and no spoil shall be placed at any location that will reduce the present conductor clearance underneath said facilities.

F. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

G. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

H. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

I. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

J. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

K. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2020.

W.E. # A65539TA120

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

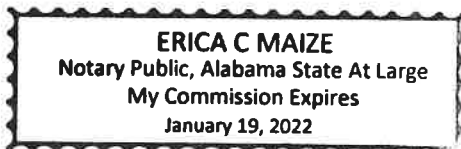
ALABAMA POWER COMPANY

By: Blake Jarrett
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, 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 this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of June, 2020.



Erica Maize
Notary Public-State at Large
My Commission Expires: January 19, 2022

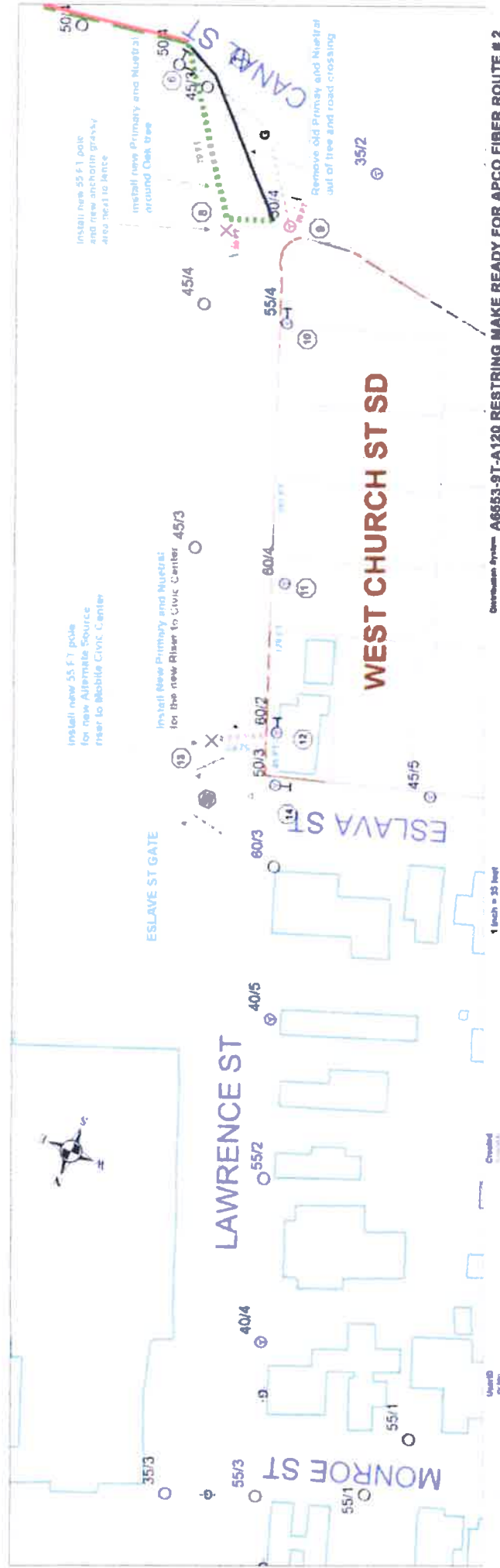
STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public, in and for said County in said State, hereby certify _____ whose name as _____ of the City of Mobile, Alabama, a municipal 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 this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

"EXHIBIT A"





**CITY OF MOBILE
REAL ESTATE DEPARTMENT
4th Floor Government Plaza
(251) 208-7536**

MEMORANDUM

TO: Brad Christensen
Director, REAM

Nick Amberger
City Engineer

FROM: Carleen Stout-Clark
Real Estate Officer

DATE: June 8, 2020

RE: AL POWER WE #A6553-9T-A120 Easement needed for Alabama Power to replace primary conductors from Claiborne West to Lawrence and North to Eslava St., Mobile Civic Center, as shown on the attached drawing

I am forwarding an easement to you for review an easement requested by Alabama Power Company for the above named project.

After you have reviewed this request and it meets with your approval, please initial, scan in and return this memo to me for further processing.

Thanks.

CSC/RDL



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson
Councilmember Levon Manzie

Purpose and Scope of Project:

Authorize a lease (updated Lease - Original: June 30, 1981, Resolution # 35-439), between City of Mobile and Distinguished Young Women for Quigley House, 751 Government St.

Amount of Contract:

N/A

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	6/9/2020
Routing Form to Lease (updated)	Exhibit	6/9/2020
Certificate of Insurance	Exhibit	6/9/2020
Lease June 30 1981 Resol. # 35-439	Exhibit	6/9/2020

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Melton, Michelle	Approved	6/9/2020 - 2:35 PM
Legal Kern, Chris	Approved	6/9/2020 - 3:24

Mayors
Office

Wesch, Paul

Approved

PM
6/10/2020 - 9:44
AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Rev. Levon Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, lessor, the Lease Agreement (Updated Lease - Original: June 30, 1981, Resolution # 35-439), by and between the City of Mobile and The Distinguished Young Women Foundation, a non-profit corporation, Lessee, for the property described and shown in Exhibit "A" to the Lease Agreement. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

ROUTING FORM: ORDINANCE FOR LEASE OF CITY-OWNED REAL PROPERTY

- I. Property Address: 751 Government St., Mobile, AL 36602 (Quigley House)
City Council District and Zoning: District 2/Manzie. Zoning T5.1 (mixed commercial use)
Sale or Lease: Updated Lease (Original: June 30, 1981, Res. # 35-439)
Buyer or Lessee: Distinguished Young Women
- II. Date of City Council Resolution Assenting to Lease: 6/30/1981 (Res. # 35-439)
- III. Advertisements:
- Dates: _____
 - Methods: ☐ City Website ☐ For Sale sign posted
☐ Listed with brokers ☒ Other (explain)
Updated lease for DYW (original lease
June 30, 1981, Resolu # 35-439)
- III. Lease (if applicable) N/A
- Term: 5 years (June 1, 2020 – May 31, 2025)
 - Rent: Five (5) consecutive annual installments \$1.00 each, \$5.00 total
 - Options to renew Month-to-month after 5 year term
- IV. Method of Lease:
- ☐ Sale by Realtor ☐ Request for Proposals
☐ Request for Bids ☒ Negotiation
☐ Exchange (explain, including Party, Property) _____
☐ Adjacent Property Owner / Sidelot
☐ Sale for Less than Fair Market Value: ☐ Public Purpose (see V below)
☐ Other (explain) _____
- IV. Fair Market Value: N/A – Updated lease from 6/30/1981, Resol. #35-439
How Determined: ☐ MAI Appraisal; Date of Appraisal _____.
Appraisal ordered by: ☐ CITY or ☐ PURCHASER
☐ Tax Assessor; _____
☐ Broker's Letter of Value
☐ Other; _____
- V. Sale/Lease for Public Purpose identified:
- ☒ Non-profit (name & purpose), DYW shall use and occupy the Leased Premises to support the annual contest, promoting tourism and positive publicity of the City, for its citizens and the general public, will maintain the historical façade of the property.
☐ Public Entity (name & purpose) _____
- VI. Notice given to adjacent property owners: N/A ☐ Yes ☐ No
If yes, date of notice: _____
- VII. Competing offers: XX- No; (Explain) _____



DISTYOU-01

LKIRBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2020

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Lucy Kirby, AAI	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: lucy@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AmGUARD Insurance Company	
	INSURER B : Safety National Casualty Corp.	
INSURED Distinguished Young Women Foundation 751 Government St Mobile, AL 36602	NAIC #	
	42390	
	INSURER C : AI Retail Comp	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

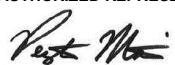
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		C1GP000043-00	10/13/2019	10/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			C2GP000036-00	10/13/2019	10/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C3GP000014-00	10/13/2019	10/13/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRE4004287	1/1/2020	1/1/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	AL Workers Comp			3607801	1/1/2020	1/1/2021	Per Statute

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured provision applies with respect to General Liability as per form 118392 0415.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

35-439

35-439

R E S O L U T I O N

1981

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a lease, by and between the City of Mobile and America's Junior Miss Pageant, Inc. for the Quigley House, whereby America's Junior Miss Pageant, Inc. agrees to lease from the City of Mobile for use and occupancy the Quigley House located at 751 Government Street, Mobile, Alabama, for a five year term, under the terms and conditions contained in the lease attached hereto and made a part hereof as though set forth in full.

Adopted: JUN 30 1981

Richard D. Smith
City Clerk

RECEIVED

JUL 09 1981

RECEIVED
City Clerk's Office
Building
City of Mobile, Alabama

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS LEASE, made this 30 day of June,
1981, by and between the CITY OF MOBILE, a Municipal Corporation
(hereinafter called "Lessor") and the AMERICA'S JUNIOR MISS
PAGEANT, INC., a non-profit corporation (hereinafter called
"Lessee");

W I T N E S S E T H:

Lessor does hereby demise, lease and rent unto the

Lessee the following described real estate situated in

Mobile County, Alabama, to-wit:

Beginning at the Southwest corner of Government Street and Scott Street, running thence Westwardly along the South line of Government Street 65.10 feet to the East line of property heretofore conveyed by the Trustees of Quigley's Speciality Company, Inc. to Julie F. Quigley and the First National Bank of Mobile, as Trustees of the trust created in Item Four of the Will of Stephen B. Quigley, deceased, by deed dated July 12, 1962, and recorded in Real Property Book 345, Page 666 (said property having been heretofore leased by Quigley's Speciality Company, Inc., to Remington Rand, Inc.), thence running Southwardly along a line forming an interior angle with Government Street of 87 degrees 16 minutes, being the East line of property heretofore conveyed by the Trustees of the Quigley's Speciality Company, Inc., 199 feet to a point, thence running Eastwardly along a line forming an interior angle of 92 degrees 44 minutes with the last mentioned line, 65.38 feet to a point on the West line of Scott Street, thence running Northwardly along the West line of Scott Street 159 feet to the place of beginning. All of said measurements being according to a survey by Hubert C. Rester, Jr., dated July 22, 1963.

for use and occupation by Lessee during the term beginning on the 2nd day of October, 1980, and ending on the 1st day of October, 1985, unless sooner terminated as hereinafter provided.

Lessee covenants and agrees to pay the Lessor, as rent for said property during the term of this lease, the sum of FIVE AND NO/100 (\$5.00) DOLLARS, which said sum shall be payable in annual installments of ONE AND NO/100 (\$1.00) DOLLAR each, the first of such installments to be due and payable on the ___ day of _____, 1981, and a like

installment on the same day of each year thereafter, so long as this lease remains in effect. All rent shall be payable at the office of the City Clerk of Mobile, Alabama, or such other place as Lessor may designate.

The parties hereto agree as follows:

1. Lessee will comply with all terms and in all respects with all ordinances and regulations relating to nuisance, health, safety and sanitation insofar as the leased property is concerned.
2. Notice required to be given herein shall be in writing and shall be delivered in person, or sent by United States Certified Mail, postage prepaid, return receipt requested, to the last known address of the party to receive such notice.
3. Lessor, or its agent, reserves the right to visit and inspect said premises at all reasonable times.
4. It is understood and agreed that no part of said property shall be used for any illegal purpose.
5. Every provision hereof applicable to the Lessor and the Lessee shall also bind, apply to or run in favor of "their respective successors and assigns" as fully as if said quoted words were inserted after the words "Lessor" and "Lessee" wherever they appear herein.
6. In the event Lessee vacates the premises before the end of the term, this lease shall immediately terminate, and neither party hereto shall have any further obligation hereunder.
7. All permanent improvements erected or placed on the premises shall remain thereon and shall not be removed therefrom; and upon the expiration or termination of this lease, any and all such improvements shall be and become the property of Lessor without any reimbursement by Lessor to Lessee therefor, with the exception of such additions as are usually classed as furniture and fixtures and any temporary structures shall remain the property of Lessee, and may be

removed by Lessee at any time, provided that all terms, conditions and covenants of this lease agreement have been complied with by Lessee.

8. In the event (a) Lessor determines that it is necessary to utilize the premises hereby leased for the purpose of expanding the Mobile Public Library and elects to retake possession of these premises, (b) the building hereby leased is rendered untenable by fire, windstorm or other cause, in the opinion of Lessee, or (c) if the premises hereby leased or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only to said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for its then needs, the Lessor shall undertake to provide other suitable quarters at a location acceptable to Lessee.

9. Lessee may sublet such portion of the premises as it may determine, but no such subletting shall release Lessee from its obligation hereunder.

10. The Lessor covenants that the Lessee on performance of the covenants and agreements herein contained shall peaceable and quietly have, hold and enjoy the premises hereby leased.

11. The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation, performance, or non-performance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised premises or the building of

What about protection of property? The city has no insurance as of 3-14-82.
From Buddy Allen.

which the demised premises form a part shall be at the sole risk of said Lessee.

12. Lessor reserves the right after reasonable notice and at any time to enter upon said premises by its agents, workmen, contractor, and architect to make such repairs and do such work on or about said premises as Lessor may deem necessary or proper.

IN WITNESS WHEREOF, the City of Mobile has caused this agreement to be executed by its Mayor, Robert B. Doyle, Jr., in the name of and on behalf of the City of Mobile, and its seal to be hereto affixed, attested by its Clerk, Richard L. Smith, and the America's Junior Miss Pageant, Inc., has caused its corporate name to be hereunto signed and attested by its officers or representatives duly authorized, all as of the date first above written.

CITY OF MOBILE, A
Municipal Corporation

By: _____

Its Mayor

ATTEST:

Richard L. Smith
Its City Clerk

AMERICA'S JUNIOR MISS PAGEANT, INC.

BY: _____

Its President

EXECUTIVE VICE-PRESIDENT

ATTEST:

Kenneth W. Roberts
Its Secretary
ASSISTANT SECRETARY / GENERAL MANAGER



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Mrs. June J. Gurn, a Notary Public in and for said County in said State, hereby certify that Robert B. Doyle, Jr. and Richard L. Smith, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a Municipal Corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Municipal Corporation.

Given under my hand and official seal this 30th day of June, 1981.

Mrs. June J. Gurn
Notary Public, Mobile County, Alabama

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Marjorie M. Jamell, a Notary Public in and for said County in said State, hereby certify that Ray C. Lawler, Jr. and Kenneth W. Roberts whose names as President and Secretary, respectively of America's Junior Miss Pageant, Inc., a non-profit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 11 day of June, 1981.

Marjorie M. Jamell
Notary Public, Mobile County, Alabama



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize and direct the Mayor and City Clerk to execute and attest the Settlement Agreement and Release of Claims arising out of the injuries of Kenneth Guyton suffered on July 16, 2019, requiring the City to pay \$14,000 in return for a release of all respective claims

Amount of Contract:

\$14,000.00

Effective Date of Contract:

6/16/2020

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims-Guyton

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/2/2020 - 9:26 AM
Legal	Kern, Chris	Approved	6/2/2020 - 10:43 AM

Budget	Sapp, Celia	Approved	6/4/2020 - 1:33 PM
Legal	Kern, Chris	Approved	6/4/2020 - 4:28 PM
Legal	Kern, Chris	Approved	6/4/2020 - 4:29 PM
Mayors Office	Wesch, Paul	Approved	6/9/2020 - 9:00 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/16/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

6/11/2020 -
11:23 AM