



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, February 22, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Rev. Rodger Randall, Providence Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
February 15, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

Request of George Reiss for a waiver of the Noise Ordinance at 658 Donald St. on April 23, 2022, from 7:00 a.m. - 9:00 p.m. (District 1).

Request of the American Cancer Society, 33rd Annual Chili Cook-Off, for a waiver of the Noise Ordinance on Canal St. (between Broad & Washington Streets) on March 12, 2022, from 11:00 a.m. - 3:30 p.m. (District 2).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Lesure Road on June 18, 2022, from 6:00 p.m. - 2:00 a.m. (District 4).

Request of Pastor Lynch, God's Intentions for the Saints Ministries, for a waiver of the Noise Ordinance at Public Safety Memorial Park on March 26, 2022, from 10:00 a.m. - 2:00 p.m. (District 5).

Request of Archie Wright, Gulf Coast Motor Show, for a waiver of the Noise

Ordinance at 5723 Moffett Road every month on the 1st Sunday, from 3:00 p.m. - 7:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1506 Diamond Drive; \$1,250.00 (District 1).

Public hearing to fix costs for demolition of the structure at 526 Helveston Street; \$7,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2850 Haas Avenue; \$3,450.00 (District 1).

Public hearing to fix costs for demolition of the structure at 102 N. Pine Street; \$14,000.00 (District 2).

Public hearing to fix costs for demolition of the structure at 904 S. Warren Street; \$2,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1775 Duval Street; \$3,600.00 (District 3).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - 3rd party study for redistricting

Rev. Titus Thorn - Redistricting

Darlene Martin - Redistricting

Pastor L. C. Green - Redistricting

13. ORDINANCES HELD OVER

02-007 Ordinance to provide for the reapportionment of the seven Council districts in the city of Mobile (sponsored by Mayor Stimpson and Councilmembers Daves & Gregory) (submitted by Ricardo Woods, City Attorney).

64-008 Rezone property located at 1452 Government Street from R-3 to B-1 (District 2).

64-009 Rezone property located at 4251 Bit and Spur Road from R-1 to R-2 (District 5).

14. RESOLUTIONS HELD OVER

01-161 Authorize agreement with Alabama Department of Transportation (ALDOT) for maintenance of passive warning devices for Main Street

(sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

01-162 Authorize agreement with Alabama Department of Transportation (ALDOT) for maintenance of passive warning devices for Spring Hill Ave. (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-163 Approve purchase order to Grayshift for annual renewal of forensic science software license; \$45,995.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-164 Approve purchase order to Thompson Tractor Co., Inc. for scissor lift, Arthur Outlaw Convention Center; \$23,312.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-165 Authorize contract with LexisNexis for digital research subscription (sponsored by Mayor Stimpson) (submitted by Don Rose, Procurement).

23-166 Accept deeds for right-of-way for the McGregor Ave. widening project (Airport Blvd. to Dauphin St.) (sponsored by Councilmember Daves & Mayor Stimpson) (submitted by Michelle Melton, REAM & Nick Amberger, City Engineer).

25-167 Grant easement to Alabama Power Co. for re-routing 3 Phase Route to Morgan Ave. and Creek St. (sponsored by Councilmember Daves & Mayor Stimpson) (submitted by Michelle Melton, REAM).

37-168 Consider approval of a Certificate of Public Convenience and Necessity to Ruby Smith, d/b/a S.U.R.E. Transportation, LLC, to operate a shuttle service.

47-169 Assent to the vacation of portions of Pearl Street, Lyons Street, Hospital Street and Basil Street (applicant: Bishop State Community College) (District 2).

61-170 Authorize the City of Mobile to join the State of Alabama as participants in the Endo Settlement (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-173 Authorize the Council President to enter into a retainer agreement or contract to review the reapportionment ordinance (sponsored by Councilmember Small) (submitted by Chris Arledge, Council Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-174 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Callaghan's St. Patrick's Day 2022; 250 Marine St. (sponsored by Councilmember Carroll).

37-175 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Aldi, Inc. 146; 5021 Rangeline Service Rd. (sponsored by Councilmember Reynolds).

37-176 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Aldi, Inc. 144; 3658 Airport Blvd. (sponsored by Councilmember Daves).

40-177 Fix costs for demolition of the structure at 1506 Diamond Drive; \$1,250.00 (sponsored by Councilmember Penn).

40-178 Fix costs for demolition of the structure at 526 Helveston Street; \$7,700.00 (sponsored by Councilmember Penn).

40-179 Fix costs for demolition of the structure at 2850 Haas Avenue; \$3,450.00 (sponsored by Councilmember Penn).

40-180 Fix costs for demolition of the structure at 102 N. Pine Street; \$14,000.00 (sponsored by Councilmember Carroll).

40-181 Fix costs for demolition of the structure at 904 S. Warren Street; \$2,700.00 (sponsored by Councilmember Small).

40-182 Fix costs for demolition of the structure at 1755 Duval Street; \$3,600.00 (sponsored by Councilmember Small).

58-183 Authorize removal of weeds, Weed Lien Group 1624

60-184 Determine an appropriation to the Universal Youth Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Comptroller).

60-185 Determine an appropriation to Stars Over Mobile Quilts of Valor serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Comptroller).

60-186 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Comptroller).

60-187 Approve award of special bonus to the Firefighter of the Month as part of the Mayor's incentive program; Peterson (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

60-188 Approve award of special bonus to the Officer of the Month as part of the Mayor's incentive program; Jones (sponsored by Mayor Stimpson) (submitted by Chief Prine, MPD).

60-189 Approve award of special bonus to the Administrative Services Employee of the Month as part of the Mayor's incentive program; Chambers

(sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Exec. Dir. Administrative Services).

16. RESOLUTIONS BEING INTRODUCED

01-190 Authorize agreement with Team Shelter USA for an independent shelter assessment; \$30,000.00 (sponsored by Mayor Stimpson) (submitted by Ali Rellinger, Animal Services).

08-191 Approve purchase order to Cart Dr., LLC for golf carts for the Cruise Terminal; \$15,842.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-192 Approve purchase order to Gametime for park benches and trash receptacles, Langan Park; \$46,188.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-193 Authorize contract with Micor, Inc., d/b/a MDS Construction, Inc., for improvements at Spanish Plaza; \$227,188.00 (sponsored by Councilmember Carroll & Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-194 Authorize contract with Sanders Hyland Corporation for floor replacement in elevator cabins & lobbies, Mobile, Alabama Cruise Terminal; \$55,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-195 Authorize contract with Wrico Signs, Inc. for pylon and building signage, MPD; \$24,995.00 (Sponsored by Councilmember Small and Mayor Stimpson) (Submitted by Michelle Melton, REAM Dept.).

60-197 Authorize the Council to hire a consultant to perform and provide a racial polarization study (sponsored by Councilmembers Daves & Gregory) (submitted by Chris Arledge, Council Attorney).

17. CALL FOR PUBLIC HEARINGS

41-196 Call for public hearing to consider refusing to renew the business license of T.R., LLC, d/b/a Discount Zone, located at 507 Azalea Road (sponsored by Councilmember Daves) (scheduled for March 15, 2022).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/21/2022 - 4:11 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/17/2022 - 1:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/17/2022 -
11:57 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/17/2022 -
12:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/17/2022 -
11:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/17/2022 -
12:02 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

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 Gauthier, Lana

Approved

2/17/2022 - 1:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:24 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:26 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/19/2022 -
12:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2022 - 12:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2022 - 12:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

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 Gauthier, Lana

Approved

2/17/2022 - 2:16
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

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 Gauthier, Lana

Approved

2/17/2022 - 2:17
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Councilmembers Small, Daves & Gregory and Mayor Stimpson

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 Gauthier, Lana

Approved

2/10/2022 -
10:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2022 - 2:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2022 - 3:00 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Agreement to maintain signs, markings, and legends installed as part of a railroad hazard elimination project on Main Street in the City of Mobile

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	2/9/2022 - 4:08 PM
Legal	Kern, Chris	Approved	2/10/2022 - 11:26 AM
Mayors Office	Mayhall, David	Approved	2/10/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Agreement to maintain the passive warning devices placed as part of an ALDOT project to perform hazard elimination improvements for the Spring Hill Avenue railroad crossing.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	2/9/2022 - 4:12 PM
Legal	Kern, Chris	Approved	2/10/2022 - 11:25 AM
Mayors Office	Mayhall, David	Approved	2/10/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

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 renewal for mobile forensic software.

General fund.

Amount of Contract:

\$45,995.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220208 Grayshift Agenda Package POs	Cover Memo	2/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/10/2022 - 2:29 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>5229</u>	2022	(1545) POLICE CYBER DIVISION	MOBILE DEVICE FORENSIC SOFTWARE ANNUAL LICENSE (BID EXEMPT AS SOLE SOURCE)	\$45,995.00	<u>(295463)</u> <u>GRAYSHIFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005229-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor GRAYSHIFT 931 MONROE DR NE SUITE A102-340 ATLANTA, GA 30308 USA Tel#8334729539	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER QUOTE #Q-13101-1.

001	DEANNA@GRAYSHIFT.COM LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	45995.00000	45995.00
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PREMIER LICENSE UNLIMITED PART #GLK-ONF-PR
 RENEWAL FOR SERIAL NUMBERS: 68059dead441170d and 65a120f2d4811a03.
 START: 4/1/22
 END: 3/31/23
 Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.44020.			45995.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005229-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 GRAYSHIFT
 931 MONROE DR NE
 SUITE A102-340

 ATLANTA, GA 30308
 USA
 Tel#8334729539

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

 MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295463				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			45995.00

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

Account	Amount Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.	
POLICE CYBER DIVISION EXP	45995.00
OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Forward	01/30/22	JOHN PAINE	s
Approved	02/04/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	02/04/22	DONALD ROSE	Auto approved by: 9105fola
Approved	02/04/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/04/22	ANNE FOLEY	Auto approved by: 9105fola
Approved	02/04/22	ANNE FOLEY	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thompson Tractor Co Inc for one Genie GS-3246 scissor lift for Convention Center.

Covid 19 grant.

Amount of Contract:

\$23,312.30

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220202 Thompson Agenda Package POs	Cover Memo	2/2/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/10/2022 - 2:29 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>1589</u>	2022	(F6000) CONVENTION CENTER	GENIE GS-3246 SCISSOR LIFT FOR CONVENTION CENTER (SEALED BID 5644)	\$23,312.30	<u>(203865)</u> <u>THOMPSON</u> <u>TRACTOR CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001589-00 FY 2022 PO 22004740 Acct No: 5025.10.00.0000.0000.0000.0000.49040. Review: Buyer: Status: Converted	Page 1
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Vendor
 THOMPSON TRACTOR CO INC
 THOMPSON CAT THE RENTAL STORE
 1950 EAST I-65 SERVICE RD N

 MOBILE, AL 36617

Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE

 MOBILE, AL 36602
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/21	203865				CIVIC CENTER

LN	Description / Account	Qty	Unit Price	Net Price
001	SCISSOR LIFT GENIE GS-3246 VENDOR TO PROVIDE GENIE LIFT GS3246. VENDOR TO SET UP AND DELIVER THE LIFT TO THE CONVENTION CENTER. VENDOR SHALL PROVIDE BASIC INSTRUCTION IN THE USE AND MAINTENANCE OF THE SCISSOR LIFT. AS PER MY BID #5644 AND YOUR QUOTE.	1.00 EACH	23312.30000	23312.30

Additional Description Notes

see attached specs
 Vendor Item

1 5025.10.00.0000.0000.0000.0000.49040. E G-SBASVOG .MISCGRTEXP.	23312.30
---	----------

Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 Delivery Reference
 CHANEL GULLETT

Deliver To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001589-00 FY 2022 PO 22004740 Acct No: 5025.10.00.0000.0000.0000.0000.49040. Review: Buyer: Status: Converted	Page 2
--	---	--------

Vendor
THOMPSON TRACTOR CO INC
THOMPSON CAT THE RENTAL STORE
1950 EAST I-65 SERVICE RD N

MOBILE, AL 36617

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/21	203865				CIVIC CENTER

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				23312.30

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

Account	Amount	Remaining Budget
E G-SBASVOG .MISCGRTEXP.	23312.30	146134.90

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

Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.49040.	23312.30	
COVID-19 GRANTS EXP		GRANTS EXPENDITURES

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

Activity	Date	Clerk	Comment
Approved	11/03/21	TAYLOR HARRIS	
Approved	11/03/21	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	11/03/21	RANDY THREADGILL	Auto approved by: 910518653
Unknown	02/01/22	JOHN PAINE	
Approved	02/01/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	02/01/22	DONALD ROSE	Auto approved by: 9105paij
Approved	02/01/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/01/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID 5644 SCISSOR LIFT

	EQUIPMENT INC	THOMPSON TRACTOR THOMPSON CAT	AHERN RENTALS
LIFT	19,950	23,312.30	23,895.00
	GENIE GS-2646	GENIE GS-3246	JLG 3246ES
	DID NOT MEET SPECIFICATIONS		
	DELIVERY 720 DAYS	DELIVERY 1ST OF APRIL 2022	DELIVERY NOT STATED

SEALED BID**CITY OF MOBILE****BID SHEET****Do Not Return Via Email or Fax****This is Not an Order****Mailing Address:**

P. O. Box 1948
 Mobile, Alabama 36633
 (251) 208-7434

**Purchasing Department
and Package Delivery:**

Government Plaza
 4th Floor, Room S-408
 205 Government St
 Mobile, Alabama 36644

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

Typed by: **sd** Buyer: **002**

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

DATE 01/04/2022	BID NO. 5644	DEPARTMENT MECHANICAL	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
---------------------------	------------------------	---------------------------------	---

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, WEDNESDAY, JANUARY 26, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	SCISSOR MANLIFT					
	New Self-Propelled Scissor Manlift with slide-out platform extension deck for indoor/outdoor use as per the following minimum and attached specifications:					
	Make_____ Model _____					
	Provide literature and specifications on product bid.					
		Minimum Maximum				
	Platform Height	30 feet 32 feet				
	Width	48 inches 54 inches				
	Length (w/o extendable platform)	120 inches 132 inches				
	Extendable platform					
	Load capacity	1000 lbs				
Rated # of Occupants	3					
Height (stowed with rails up)	102 inches					
Height (with rails folded)	74 inches					
	Vendor responsible to deliver and set lift up for proper operation.					
	City of Mobile business license required.					
	(See Item 14 on reverse.)					
			</			

**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 issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For additional information, contact: City of Mobile Purchasing Department purchasing@cityofmobile.org . Price to be good for THREE (3) MONTH period following the award of this bid. TO BE AWARDED ALL OR NONE					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

This is a sealed proposal. Any responses faxed or e-mailed will be rejected.

This is a sealed proposal. Any response must be submitted in a sealed envelope with the proposal number and opening date on the outside of the envelope.

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

**Package/Proposal Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Procurement, Don Rose

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve contract with LexisNexis for a three year subscription for Lexis+ digital research services.

General fund.

Amount of Contract:

\$55,788.00

Funding Source

Project #

Project String 1004.9000.42140

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220209 Lexis Agenda Package	Cover Memo	2/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	2/10/2022 - 8:25 AM
Legal	Kern, Chris	Approved	2/10/2022 - 11:04 AM
Legal	Kern, Chris	Approved	2/10/2022 - 11:05 AM

Mayors
Office

Mayhall, David

Approved

2/10/2022 - 2:30
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: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Subscription Amendment for State/Local Government between the City of Mobile and LexisNexis, a division of RELX Inc., to include the Lexis+ subscription for up to three (3) years, and to sign any agreements or other documents in connection with the Subscription Amendment, and to perform all acts necessary in connection with the Subscription Amendment, as outlined in that document attached hereto and made a part hereof as though set forth in full. A copy of said Subscription Amendment is on file in the office of the City Clerk.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D004\P004\00104840.DOC



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION-AAR)

"Subscriber" Name: City of Mobile-Legal Department
Account Number: 100003KGR
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+™ and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	16
---	-----------

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	16
---------------------------------------	-----------

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
 - If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The Term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION-AAR)

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
National Primary enhanced	1011511	16
Inter-Document Linking	1000690	16
Lexis+™ Practical Guidance - State & Local Government	1534660	16
All Briefs, Pleadings & Motions	1010612	16

3.5. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
2/1/2022 - 1/31/2023	1489
2/1/2023 - 1/31/2024	1549
2/1/2024 - 1/31/2025	1611

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

(Initial) **Subscriber elects access to the Alternate Materials**

3.7. Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION-AAR)

3.8. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION-AAR)

AGREED TO AND ACCEPTED BY:

Subscriber: City of Mobile-Legal Department	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	William S. Stimpson
Job Title:	Mayor
Date:	
Number of Professional Users:	16

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	Mark	Mark Eikenberry
Job Title:	Eikenberry	Date: 2022.02.09
Date:		11:00:40 -05'00'



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	City of Mobile-Legal Department	
Billing Frequency:	☒ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:	on file	on file
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Legislative

☐ Judicial

☐ Executive

Professional User:

Practicing Area of Law:

Support Staff:

Employer Identification Number:

Bar No:

Issuing State:

Date Issued/Expiration Date:

Organization Web Address:

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☒ No

☐ No

Tax ID No:

State Contract No:

(If applicable)

PO No:

(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	on file		
Billing:	on file		
Policy/Legal Notification:	on file		
Scheduling/Training:	on file		

[illegible]



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Michelle Melton, REAM and Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman Joel C. Daves

Purpose and Scope of Project:

Accept deeds for the acquisition of ROW property for McGregor Avenue Widening Project from Dauphin Street to Airport Boulevard. ALDOT Project No. STPMB-7508(600) for the amount of \$16,335.00.

Amount of Contract:

\$16,335.00

Funding Source

Project # McGregor Avenue (Airport Blvd to Dauphin St.) 2013-202-07; ALDOT Project No. STPMB-7508(600) **Discretionary Funds**

Project String C0159 - ALDOT Project #: STPMB-7508 (600) **Contract Number:**3705

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

Grant Funds \$16,335.00 from ALDOT (city reimbursed at end of project) **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cap. Cover Sheet	Cover Memo	2/7/2022
Draft Resoluiton	Resolution Letter	2/7/2022
COM and ALDOT Agreement	Backup Material	2/7/2022
Jones Walker Letter of Engagement	Backup Material	2/7/2022
Signed LO Agreements	Exhibit	2/7/2022
Tract 30 Deed	Exhibit	2/8/2022

Tract 31 Deed	Exhibit	2/8/2022
Tract 32 Deed	Exhibit	2/8/2022
Tract 33 Deed	Exhibit	2/8/2022
Tract 34 Deed	Exhibit	2/8/2022
Tract 42 Deed	Exhibit	2/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	2/8/2022 - 10:43 AM
Capital	Hollins, Tiffany	Approved	2/8/2022 - 11:54 AM
Legal	Kern, Chris	Approved	2/9/2022 - 12:44 PM
Mayors Office	Mayhall, David	Approved	2/10/2022 - 2:30 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave. Widening (Airport Blvd to Dauphin St.)

PROJECT # City Engineering 2013-202-01 and ALDOT STPMB-7508(600) (CO159)

DATE OF RECEIPT: February 8, 2022

PROJECT DESCRIPTION: ROW Tracts Acquisition Batch 8 (Tracts 30, 31, 32, 33, 34, and 42)

CONTRACT AMOUNT: \$16,335.00

VENDOR NAME: Jones Walker, LLP

VENDOR NUMBER: 294634

DEPT #3005

DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: Michelle Melton/Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? Y___ N_x_ ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

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

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

Prepared by: Michelle Melton Date 2-8-2022

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to accept a Deed for the acquisition of right-of-way tract for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508(600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard (Tracts 30, 31, 32, 33, 34, and 42) as set out in the instruments attached hereto for the price of \$16,335.00.

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-290 on July 31, 2012.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from ALDOT in the amount of the sales price less prorated share of property taxes payable to Jones Walker, LLP.

Be it further resolved that the City Engineer and/or Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile what ever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Adopted:_____

City Clerk

01-290

RESOLUTION

1 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a construction
agreement, by and between the City of Mobile and Alabama Department of
Transportation, for work as outlined in the agreement attached hereto and made a part
hereof as set forth in full. A copy of said executed agreement will be on file in the office
of the City Clerk.

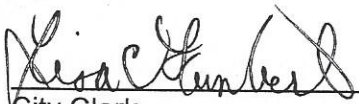
Name of Company: Alabama Department of Transportation

Project Name: McGregor Ave. from Dauphin St. to Airport Blvd.
Mobile County STPMB-7508 () *Right of Way Agreement*

Estimated Total Cost: \$2,080,000.00

Estimated City Funds: \$416,000.00

Adopted: JUL 31 2012



City Clerk

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

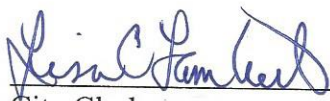
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

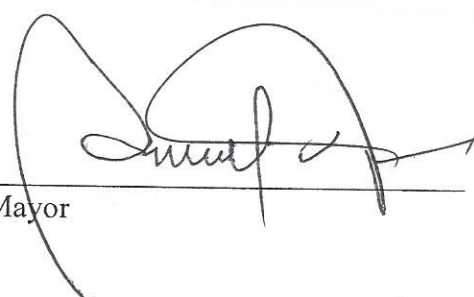
2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 20 12.

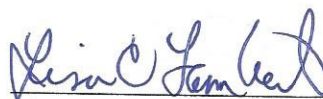
ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 20 12, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 20 12.


City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7508 ()
Project Reference Number 100052600
McGregor Avenue Additional Lanes from
Dauphin Street to Airport Boulevard
in the City of Mobile**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.

- (2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$2,080,000</u>	<u>\$1,664,000</u>	<u>\$416,000</u>
TOTAL	\$2,080,000	\$1,664,000	\$416,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

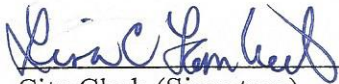
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.
- (15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

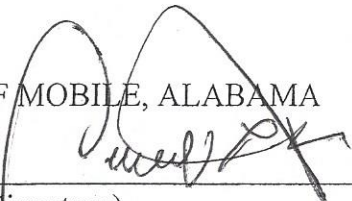
ATTEST:



City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By: 

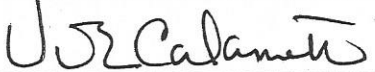
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:



Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director,

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this _____ day of _____, 20_____.

GOVERNOR OF ALABAMA,

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.



RSA BATTLE HOUSE TOWER
11 NORTH WATER STREET, SUITE 1200
MOBILE, ALABAMA 36602
251-432-1414
FAX 251-433-4106
www.joneswalker.com

Kenneth A. Watson
Direct Dial: 251-439-7555
Direct Fax: 251-439-7378
kwatson@joneswalker.com

May 22, 2018

VIA EMAIL: john@cityofmobile.org

Mr. John J. Olszewski
Real Estate Officer
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Re: Engagement to represent City of Mobile on Project No. STPMB-7508(600)
McGregor Avenue from Airport Blvd. to Dauphin Street

Dear John:

Following up on our recent discussions, I write to confirm the terms of my engagement to represent the City of Mobile ("City") in connection with the acquisition of the tracts needed for the above referenced project. This representation may include the acquisition of tracts by deed and other work in connection therewith, proceedings in probate court, circuit court, and appellate courts, if necessary.

I understand that the City will be the lead acquiring authority. However, because the project is partially federally funded, the Alabama Department of Transportation ("ALDOT") will exercise oversight of our activities. This may include adherence to applicable State and federal acquisition regulations and policies, and approval of our recommendations concerning amounts to be paid to acquire tracts by agreement and to settle tracts which proceed into litigation. Likewise, payment of fees and expenses in connection with this representation will be governed by ALDOT's Standard Schedule of Attorney Fees for Right-of-Way Acquisition (Revised August 2012) which are attached hereto and incorporated herein by reference.

JONES WALKER LLP

ALABAMA {MB308746-N}

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

Mr. John J. Olszewski
Real Estate Officer
City of Mobile
May 22, 2018
Page 2

In light of my experience in condemnation matters, including working on many projects with ALDOT, I will be the attorney primarily working on this project. However, other attorneys and/or paralegals in my firm may assist. The fees of all attorneys and paralegals who work on this matter will be governed by ALDOT's Standard Schedule referred to above.

Our statements for fees and services generally will be submitted monthly. I understand and agree that our statements will be submitted to the City, which in turn will be submitted by the City to ALDOT; ALDOT will pay the City, which in turn will make payment to my firm.

I trust that you concur that the terms of this representation as set forth above are consistent with our discussions and agreeable. If that is correct, please execute or have the appropriate City official execute in the space provided below.

John, I look forward to working with you and other representatives of the City on this project. Of course, if you have any questions or require anything further please do not hesitate to call.

Cordially yours,



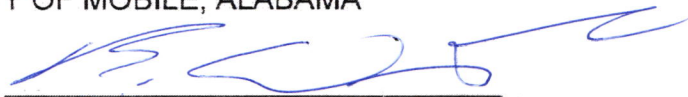
Kenneth A. Watson

For the Firm

KAW/bj
Encl.

The terms of the representation as set forth above are agreed.

CITY OF MOBILE, ALABAMA

By: 

As its: City Attorney

**ALABAMA DEPARTMENT OF TRANSPORTATION
STANDARD SCHEDULE OF ATTORNEY FEES
FOR RIGHT OF WAY ACQUISITION**

1. TITLE OPINIONS:

Compensation in the amount of \$375.00 per tract. All title opinions shall cover a sixty (60) year period.

Upon the request of ALDOT, a complete abstract may be prepared and will be reimbursed at the cost of preparing the abstract, plus ten (10) percent.

In those instances where it becomes necessary to update the title certificate, a fee of \$100.00 may be charged.

2. CLOSING:

Closing costs shall be compensated at \$500.00. Closing costs include, but are not limited to, all forms required by ALDOT, the taking of acknowledgements on deeds, mortgages, and other documents, delivery of checks, and recording of deeds and other documents. A fee of \$75.00 may be charged for obtaining a release on each mortgage, lien, and other encumbrance, curative work, affidavits, certificates or similar documents.

3. CONDEMNATION IN PROBATE COURT:

A fee of \$250.00 per tract for filing the petition, up to and including the first five tracts in any one petition, shall be paid.

A fee of \$100.00 per tract for all tracts over five in one petition shall be paid.

The work in Probate Court and payment allowed under this section includes all actions and matters (except as noted in Section 4 below) necessary to complete the acquisition of right of way and the making of the final order of condemnation in Probate Court.

This covers receipt and preparation of all documents, written pleadings and filings in Probate Court, including the Lis Pendens, Commissioners Report and Final Order; all necessary notices to parties having an interest in the property; all matters, documents and other items pertaining to service of process; and all other

documents and papers prepared or filed to complete the proceedings through title acquisition.

- The attorney may be paid at the appropriate hourly rate for necessary consultations, including telephone conversations, actually held by the attorney with ALDOT personnel only, provided the time is fully documented and properly invoiced with the names of ALDOT personnel consulted and the time spent set forth in the invoice. No payment will be made for telephone conversations in which ALDOT personnel are requesting or discussing performance of the attorney. No payment will be made to the attorney for consultation with anyone with respect to any matter unless first approved in writing by ALDOT.

4. TRIAL WORK IN PROBATE COURT:

An hourly rate of \$120.00 shall be paid for representation in Probate Court including, but not limited to Commissioner's Hearings.

An hourly rate of \$110.00 shall be paid for out of court work including but not limited to, research, case preparation, conferences and telephone calls.

Except for the items set forth in Sections 1, 2, 3 and 4, no additional payments will be made in connection with property acquisition up to and through Probate proceedings unless approved in writing by Chief Counsel.

The time spent in the preparation of a case in Probate Court should be fully documented in the office records of the attorney and in the records of the Division which is utilizing the attorney's services so as to support final billing. Compensation for research and study of the law shall be pre-approved upon written request of the attorney stating the reasons for the request.

5. APPEALS TO CIRCUIT COURT (PRE-TRIAL AND TRIAL):

An hourly rate of \$125.00 shall be paid for representation in Circuit court.

An hourly rate of \$115.00 shall be paid for out of court work, including but not limited to, research, case preparation, conferences and telephone calls.

The time spent in the preparation of a case in Circuit Court should be fully documented in the office records of the attorney and in the records of the Division which is utilizing the attorney's services so as to support final billing. Compensation for research and study of the law shall be pre-approved upon written request of the attorney stating the reasons for the request.

6. POST TRIAL AND EXTRAORDINARY MOTIONS

An hourly rate of \$120.00 per hour shall be paid for post-trial and extraordinary motions. Post trial and extraordinary motions must be pre-approved upon written request of the attorney stating the reasons for the request.

7. TRIAL SUMMATION AND OPINION REGARDING APPEAL:

\$65.00 (Required for all cases.)

8. APPEALS TO SUPREME COURT:

An hourly rate of \$135.00 per hour not to exceed \$5,400.00 shall be paid for appellate work.

Should an appeal involve an extraordinary or difficult issue, contain an extremely large amount of testimony and a large number of pre and post trial motions, the base hourly rate may be increased upon request of the attorney and approval of the Chief Counsel. A written request must be made to the Division by letter before filing the appeal. Failure to timely request a rate increase waives the right to request a rate above the base appellate rate.

9. TRAVEL COSTS

All time for travel outside the attorney's county of residence shall be billed at one-half the appropriate hourly rate plus the mileage rate as approved by the State Comptroller. No travel costs within the attorney's county of residence are reimbursable.

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. **STPMBF-7508(600)**
Tract No. **30 TCE1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Sam G. Ladd**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 30** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$1,750.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 30 as depicted on attached plat Ex. A

3. The party of the first part offered **\$800.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 1,750.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or

relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

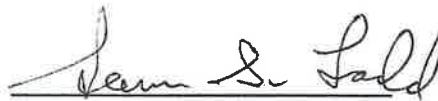
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**,_whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 4th day of ~~November, 2021.~~
January, 2022.

WITNESSES:



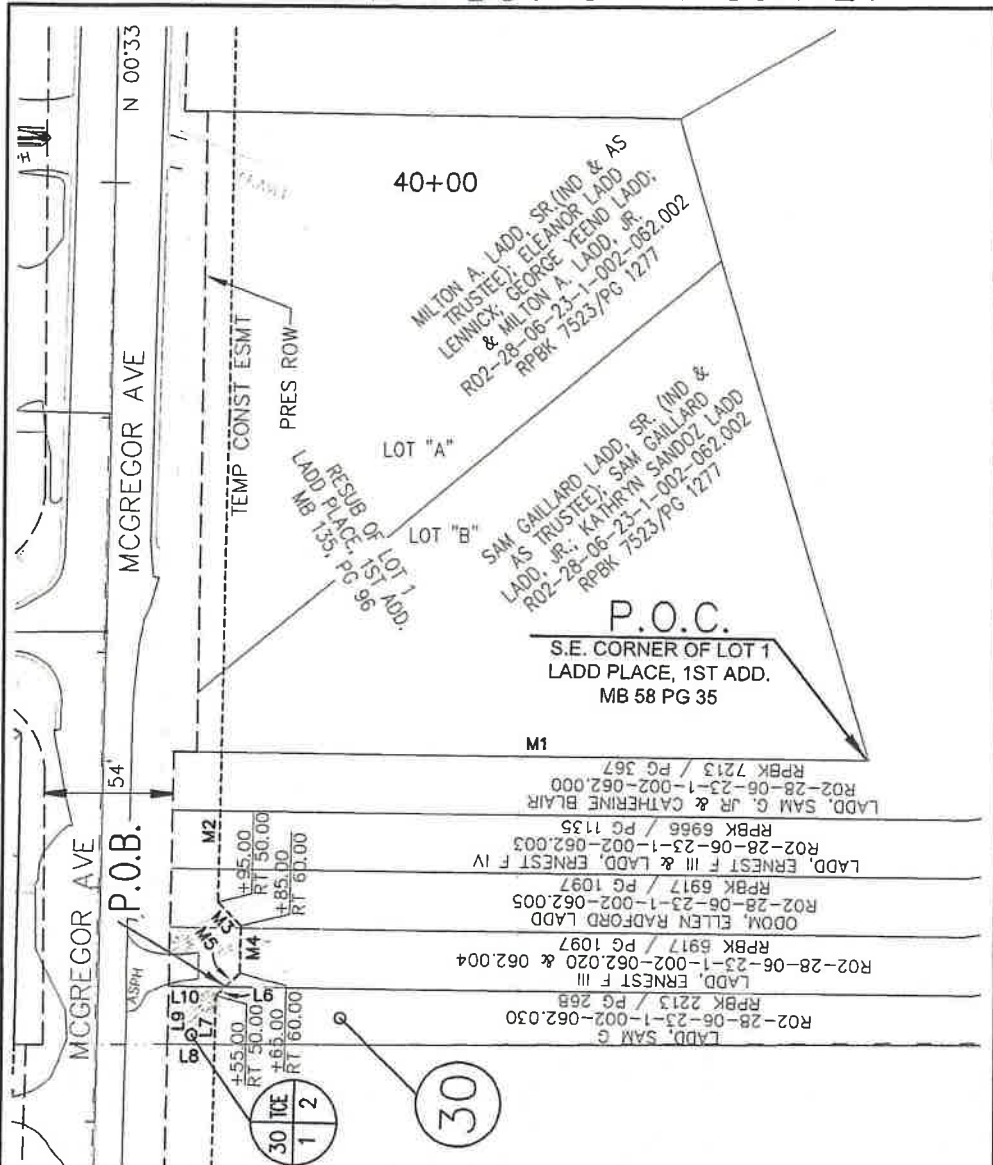


Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



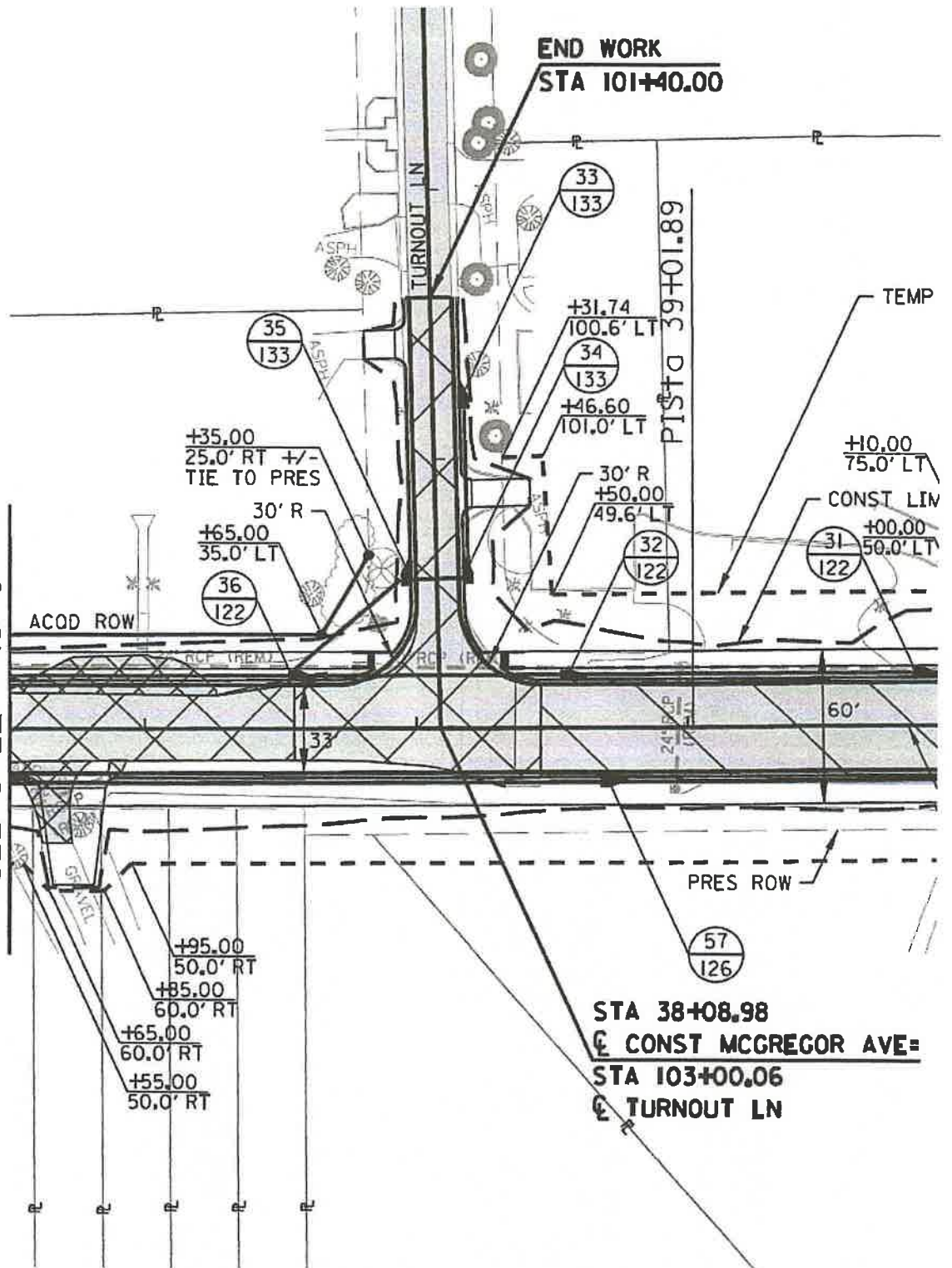
TRACT 30, TCE 1 OF 1				
AREA = 0.01 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	63.93'		
M3	S44°01'05"E	14.14'		
M4	S00°58'55"W	20.00'		
M5	S45°58'55"W	8.66'		
L6	S45°58'55"W	5.49'		
L7	S00°58'55"W	20.73'		
L8	S89°53'04"W	20.34'		
L9	N00°53'24"E	24.81'		
L10	S89°28'18"E	24.26'		



Tract #:	30	Scale:	1" = 60'
Grantor(s)	LADD, SAM G.	State:	Alabama
Total Before:	1.03 AC	County:	Mobile
Total Acquired:	0.00 AC	Project:	STPMB-7508 (600)
Total Remainder:	1.03 AC	CPMS #:	100052600
		Date:	October 28, 2021
		Sketch:	1 of 1

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



Form ROW-12-A TCE
Rev. 10/18

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 31 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Ernest F. Ladd, III, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 31** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$2,417.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 31 as depicted on attached plat Ex. A.

3. The party of the first part offered **\$1,200.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 2,417.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or

{MB442477.2}

relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 23rd day of November, 2021.

WITNESSES:

Florence L. Ladd

Katherine Lambert

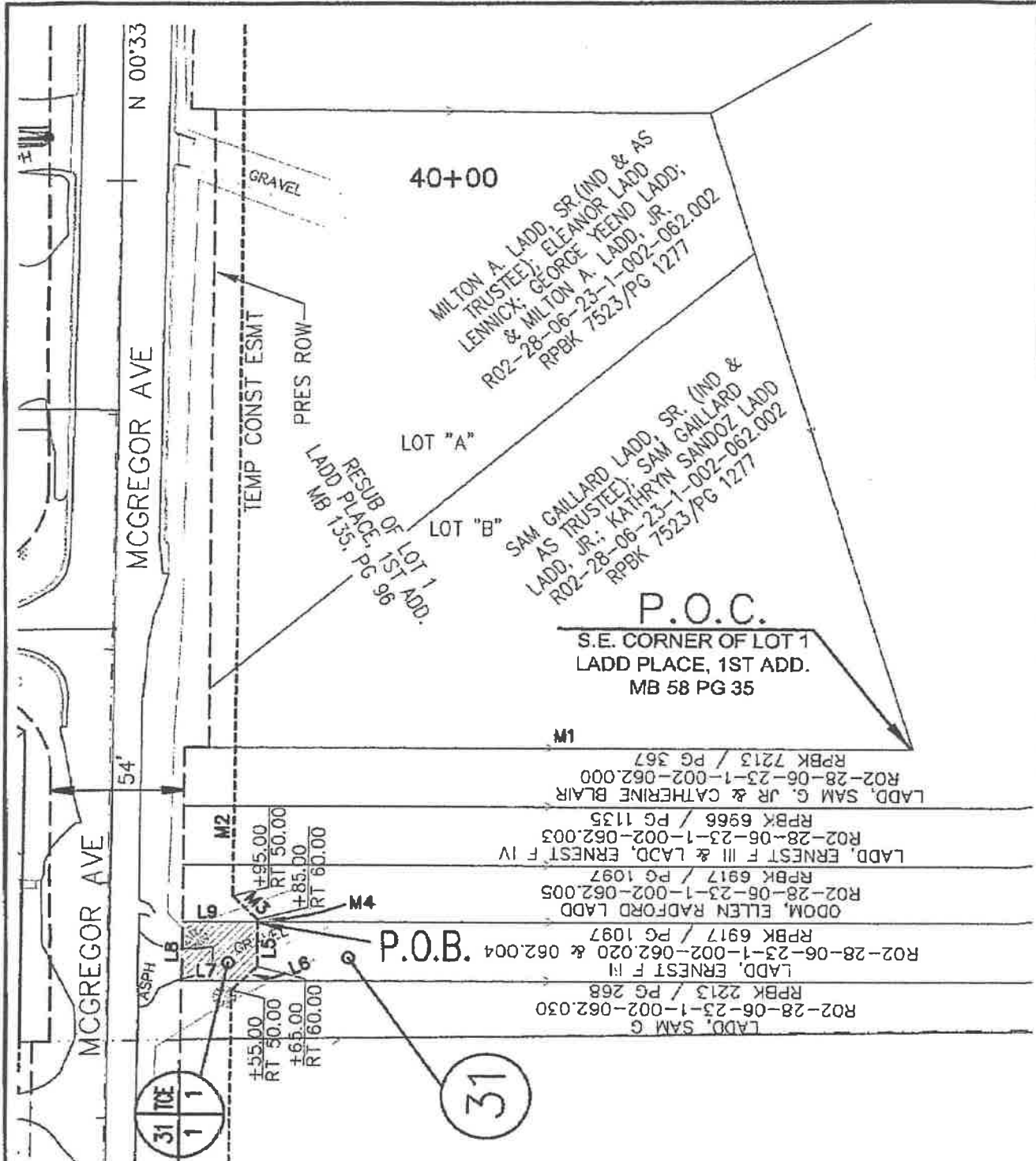
E. F. Ladd III

Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

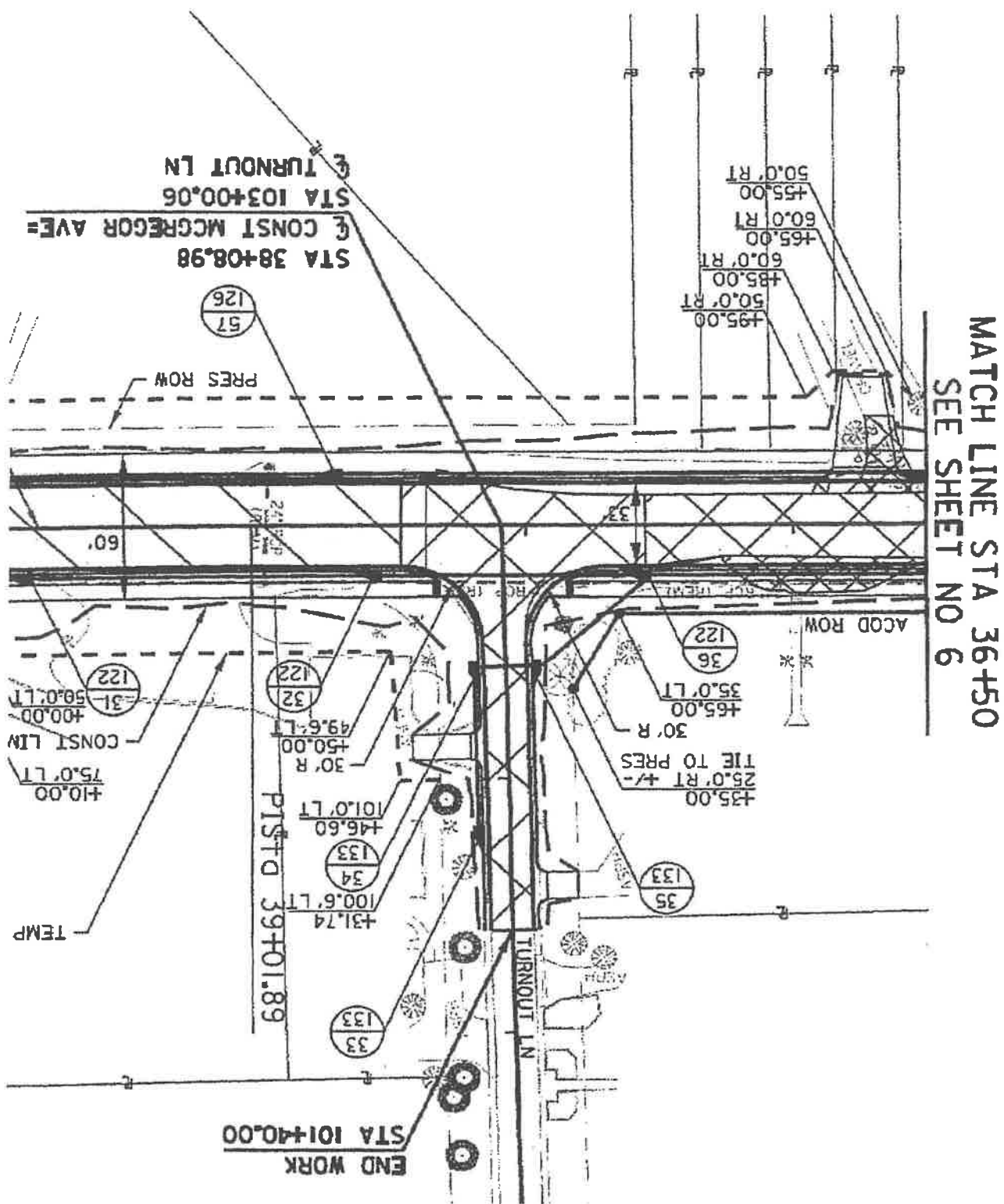
THIS IS NOT A BOUNDARY SURVEY



TRACT 31, TCE 1 OF 1				
AREA = 0.02 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	63.93'		
M3	S44°01'05"E	14.14'		
M4	S00°58'55"W	1.05'		
L5	S00°58'55"W	18.95'		
L6	S45°58'55"W	8.66'		
L7	N89°28'18"W	24.26'		



EXHIBIT B



Nov. 24, 2021
FAX TRANSMISSION SHEET

TO: KEN WATSON

FAX NO. 251-439-7378

FROM: ERNEST F. LADD III

FAX NO. 251-343-7501

7 pages, including this one

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 32 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Ellen Radford Ladd Odom, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 32** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,417.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 32 as depicted on attached plat Ex. A.

3. The party of the first part offered \$800.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 3,417.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or

EXO
11/22/21

relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 12 day of November, 2021.

WITNESSES:

Vicki Robinson Smith

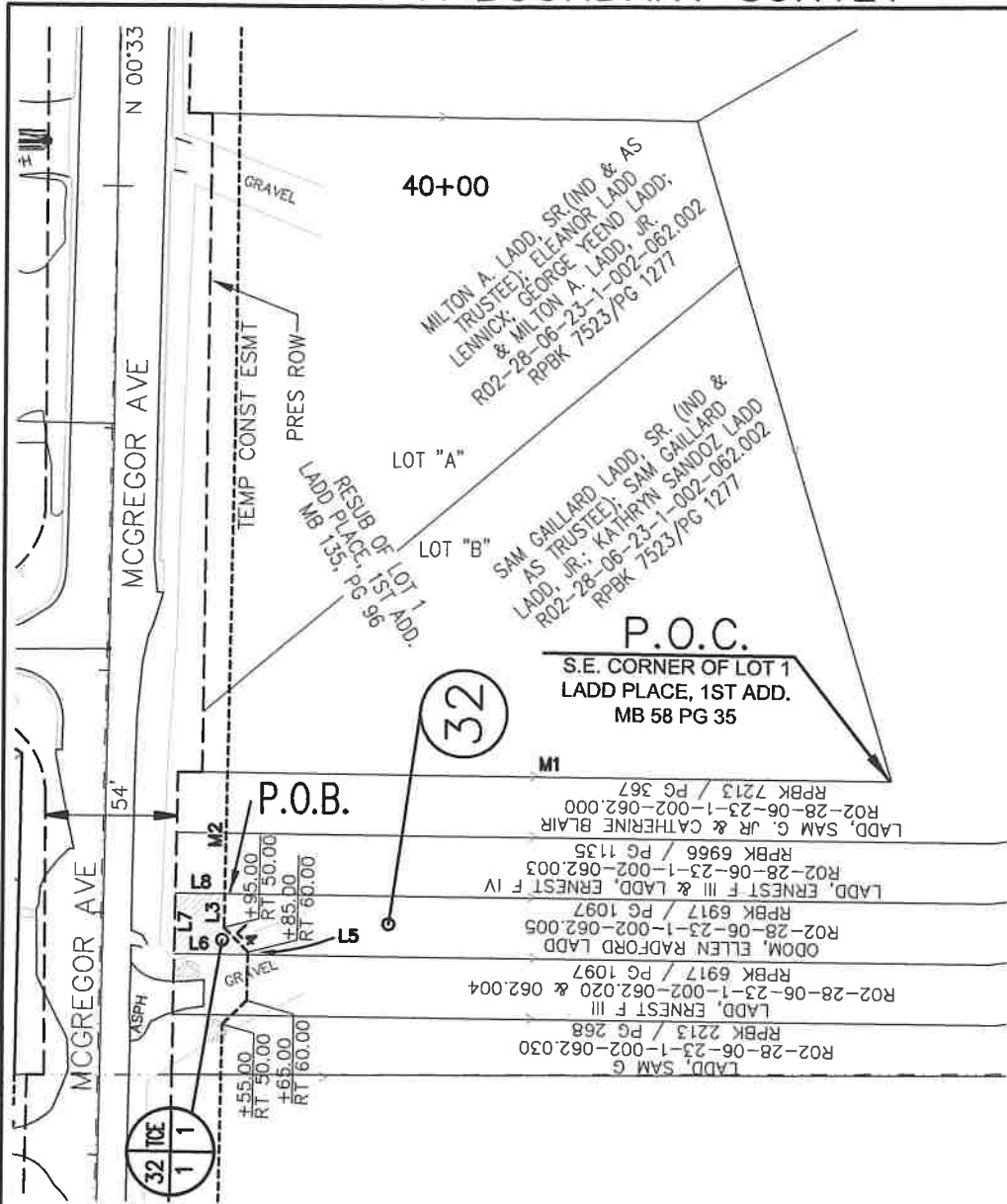
Ellen L Odom

Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



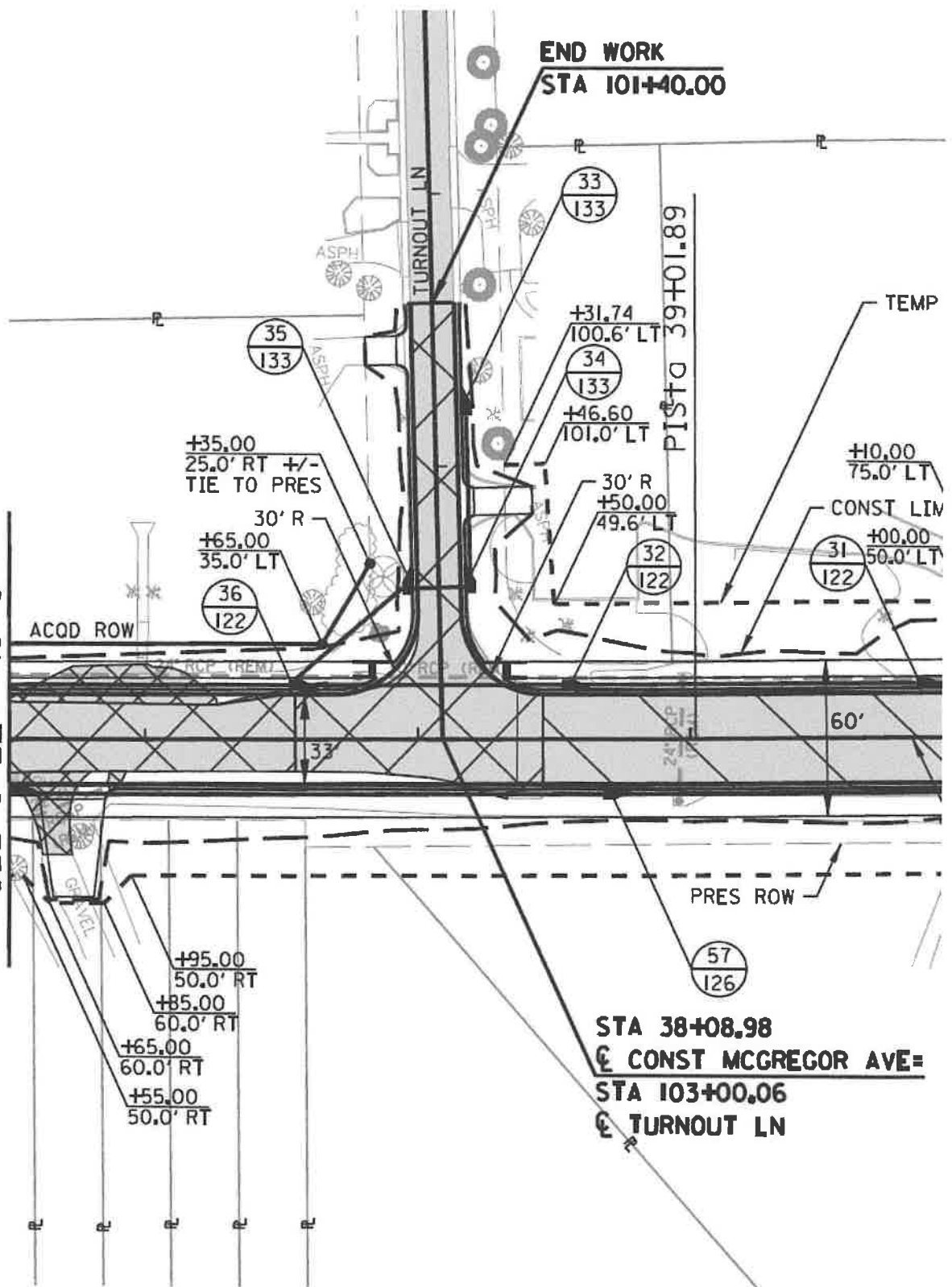
TRACT 32, TCE 1 OF 1				
AREA = 0.01 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	50.03'		
L3	S00°58'55"W	13.90'		
L4	S44°01'05"E	14.14'		
L5	S00°58'55"W	1.05'		
L6	N89°28'18"W	30.42'		
L7	N00°53'24"E	25.02'		
L8	S89°28'18"E	20.46'		



Tract #:	32	Scale:	1" = 60'
Grantor(s)	ODOM, ELLEN RADFORD LADD	State:	Alabama
Total Before:	0.83 AC	County:	Mobile
Total Acquired:	0.00 AC	Project:	STPMB-7508 (600)
Total Remainder:	0.83 AC	CPMS #:	100052600
		Date:	October 28, 2021
		Sketch:	1 of 1

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 33 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Ernest F. Ladd, III and Ernest F. Ladd, IV**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 33** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,417.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 33 as depicted on attached plat Ex. A

3. The party of the first part offered **\$800.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 3,417.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or

relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 12 day of November, 2021.

WITNESSES:

Florence L. Ladd

AKHLL



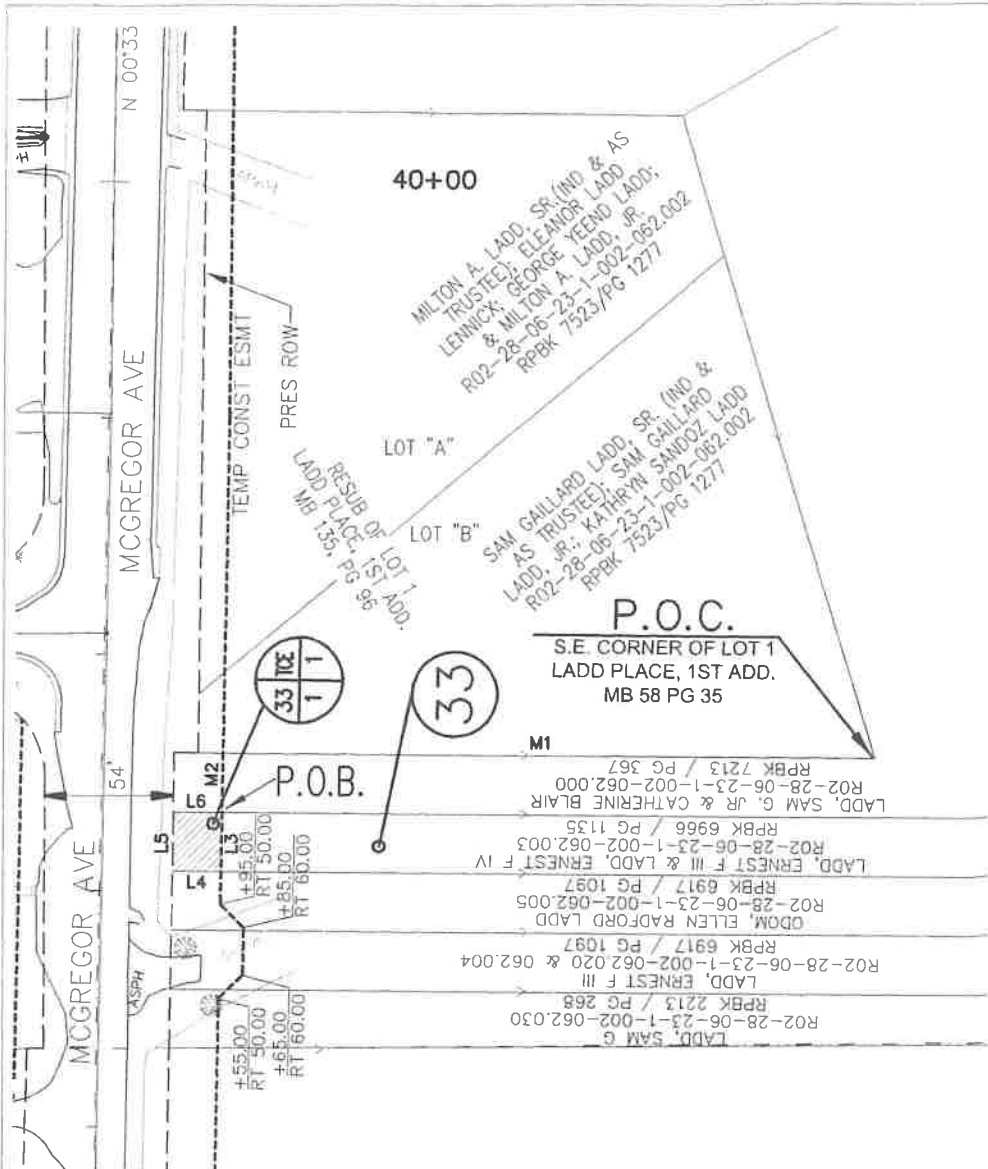
Emilio A. Ladd

Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



TRACT 33, TCE 1 OF 1
AREA = 0.01 AC.

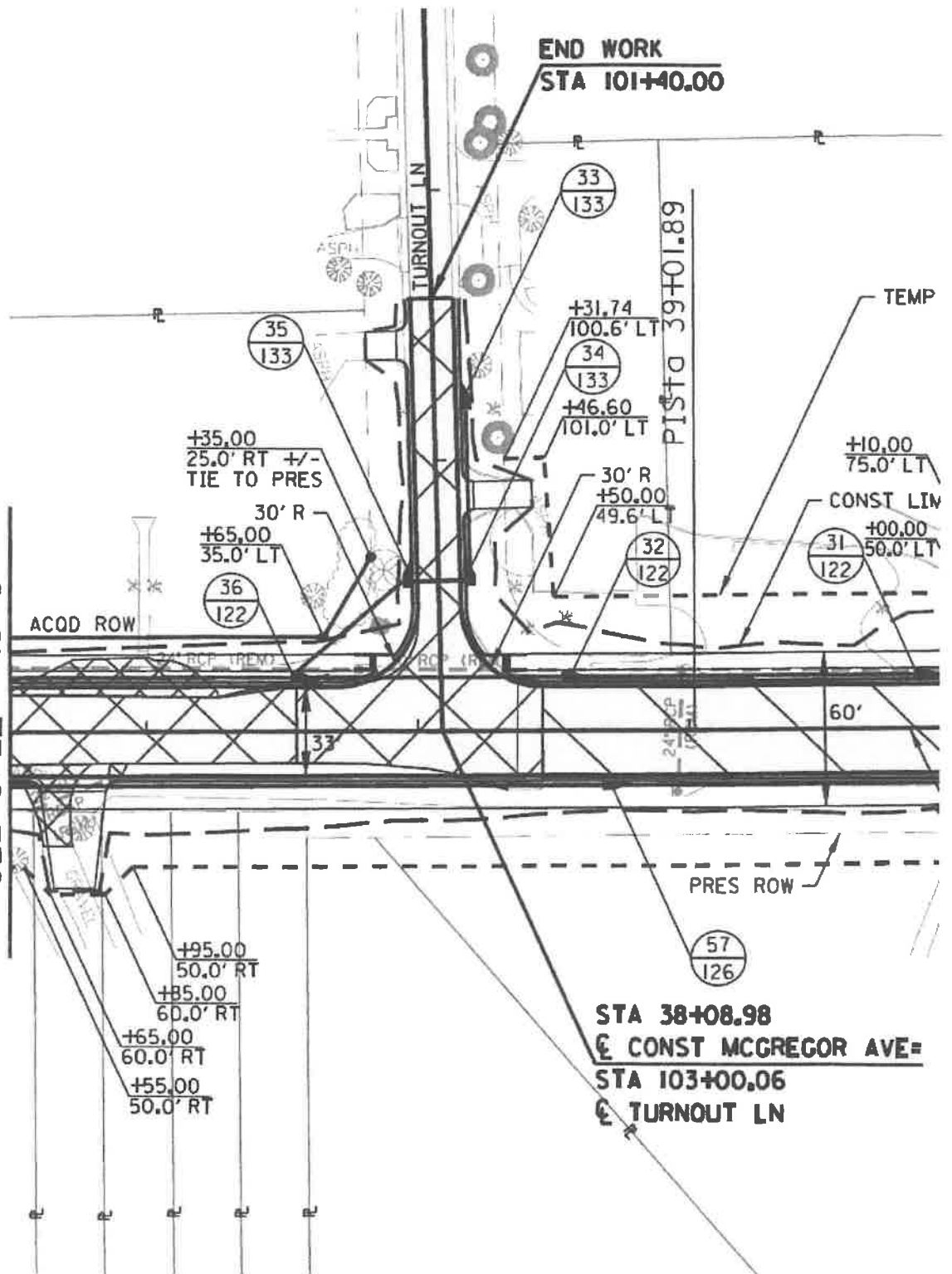
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	25.05'		
L3	S00°58'55"W	24.98'		
L4	N89°28'18"W	20.46'		
L5	N00°53'24"E	24.98'		
L6	S89°28'18"E	20.50'		



Tract #:	33	Scale:	1" = 60'
Grantor(s)	LADD, ERNEST F III & LADD, ERNEST F IV	State:	Alabama
Total Before:	1.09 AC	County:	Mobile
Total Acquired:	0.00 AC	Project:	STPMB-7508 (600)
Total Remainder:	1.09 AC	CPMS #:	100052600
		Date:	August 20, 2021
		Sketch:	1 of 1

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 34 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Sam Gaillard Ladd, Jr. and Catherine Blair Ladd, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 34** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,417.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 34 as depicted on attached plat Ex. A.

3. The party of the first part offered **\$600.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 3,417.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____ day of December, 2021.

WITNESSES:











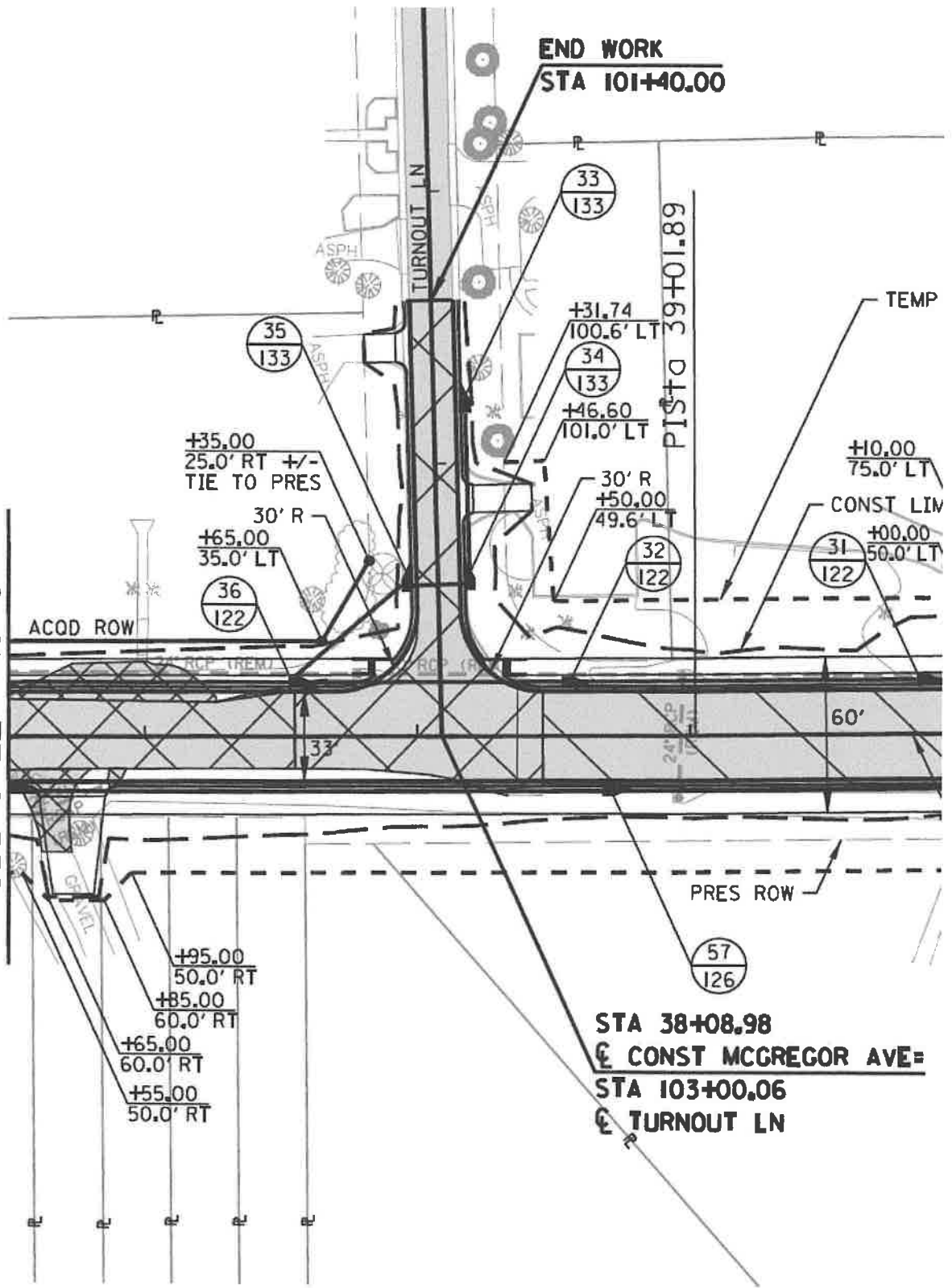
Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 42 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Sam Gaillard Ladd, Sr., individually and as Trustee of the Sam Gaillard Ladd Children's Trust, Sam Gaillard Ladd, Jr. and Kathryn Sandoz Ladd, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 42** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$1,917.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

TCE 42 as depicted on attached plat Ex. A.

3. The party of the first part offered **\$900.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with:

\$ 1,917.00. Additionally, as part of the project the City will construct a curb cut approximately 24 feet wide at its narrowest and 32 feet wide at its widest (where the sweeps of the curb cut meet the face of the curb parallel to McGregor Ave.) and a 24 foot wide asphalt drive from said curb cut to the eastern margin of the TCE on Tract 31 tapering to approximately 15 feet at said margin and tie the same to the existing asphalt/gravel drive, substantially as depicted on the plan sheet attached as Ex. B. A small portion of said driveway may be located on Tract 32. Upon completion of the project, that portion of the driveway situated outside of the City's permanent right-of-way shall be the property of and maintained by Owner and/or others having rights of use therein.

The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 4th day of ~~November, 2021~~.

January, 2022.

WITNESSES:

Brenda Ladd

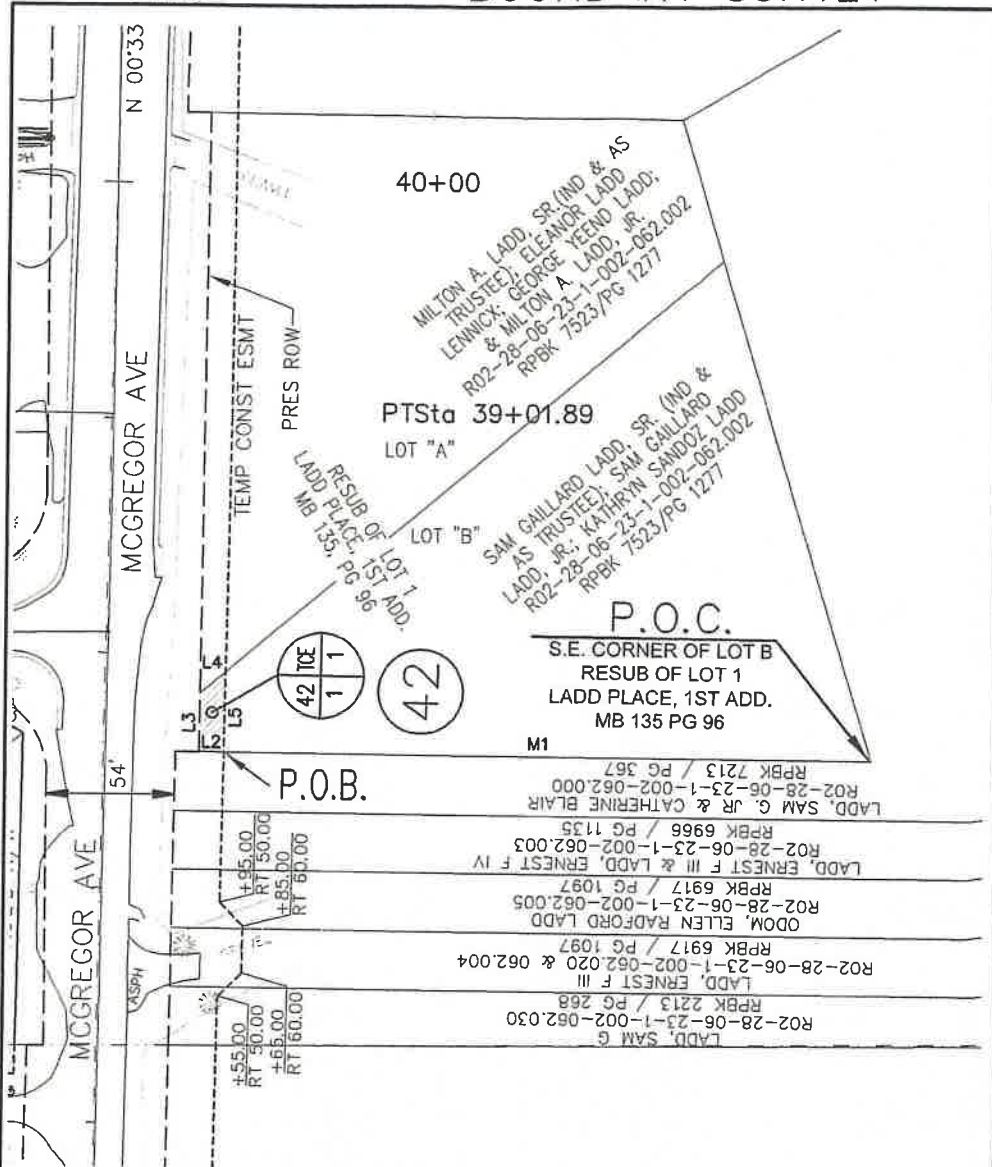
Sam L. Ladd
Kathryn Sandoz Ladd

Sam L. Ladd
Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



TRACT 42, TCE 1 OF 1
AREA = 0.01 AC.

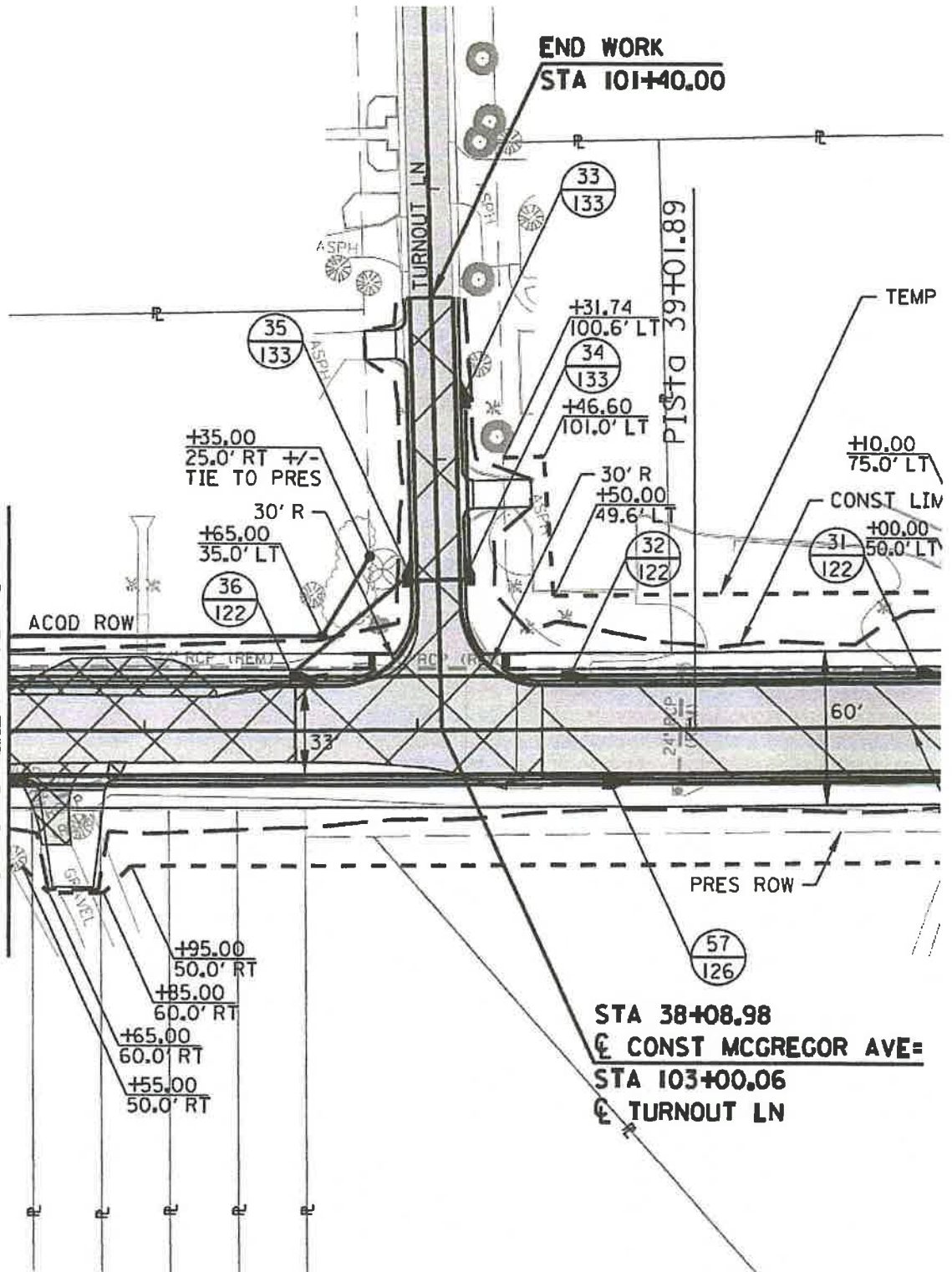
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
L2	N89°28'18"W	10.54'		
L3	N00°36'50"E	25.00'		
L4	N49°59'43"E	14.18'		
L5	S00°58'55"W	34.21'		



Tract #:	42	Scale:	1" = 60'
Grantor(s)		State:	Alabama
SAM GAILLARD LADD, SR (IND & AS TRUSTEE)		County:	Mobile
SAM GAILLARD LADD, JR & KATHRYN SANDOZ LADD		Project:	STPMB-7508 (600)
Total Before:	0.75 AC	CPMS #:	100052600
Total Acquired:	0.00 AC	Date:	October 28, 2021
Total Remainder:	0.75 AC	Sketch:	1 of 1

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 30

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 30 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot 1 a distance of 273.82 feet to a point on the acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 63.93 feet to a point on said acquired TCE line (said point offset 50.00' RT and perpendicular to project centerline at 36+95.00);

thence S 44°01'05" E and along said acquired TCE line a distance of 14.14 feet to a point on said acquired TCE line (said point offset 60.00' RT and perpendicular to project centerline at station 36+85.00);

thence S 00°58'55" W and along said acquired TCE line a distance of 20.00 feet to a point on said acquired TCE line (said point offset 60.00' RT and perpendicular to project centerline at station 36+65.00);

thence S 45°58'55" W and along said acquired TCE line a distance of 8.66 feet to a point on Grantor's north property line, which point is the point of BEGINNING;

thence S 45°58'55" W and along said acquired TCE line a distance of 5.49 feet to a point on said acquired TCE line (said point offset 50.00' RT and perpendicular to project centerline at station 36+55.00)

thence S 00°58'55" W and along said acquired TCE line a distance of 20.73 feet to a point on Grantor's south property line;

thence S 89°53'04" W and along Grantor's said property line a distance of 20.34 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°53'24" E and along said present R/W line a distance of 24.81 feet to a point on Grantor's north property line;

thence S 89°28'18" E and along Grantor's said property line a distance of 24.26 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this _____ day of _____, A.D. 20_____.

Official Title _____

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 31

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 31 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot 1 a distance of 273.82 feet to a point on the acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 63.93 feet to a point on said acquired TCE line (said point offset 50.00' RT and perpendicular to project centerline at 36+95.00);

thence S 44°01'05" E and along said acquired TCE line a distance of 14.14 feet to a point on said acquired TCE line (said point offset 60.00' RT and perpendicular to project centerline at station 36+85.00);

thence S 00°58'55" W and along said acquired TCE line a distance of 1.05 feet to a point on Grantor's north property line, which point is the point of BEGINNING;

thence S 00°58'55" W and along said acquired TCE line a distance of 18.95 feet to a point on said acquired TCE line (said point offset 60.00' RT and perpendicular to project centerline at station 36+65.00);

thence S 45°58'55" W and along said acquired TCE line a distance of 8.66 feet to a point on Grantor's south property line;

thence N 89°28'18" W and along Grantor's said property line a distance of 24.26 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°53'24" E and along said present R/W line a distance of 25.02 feet to a point on Grantor's north property line;

thence S 89°28'18" E and along Grantor's said property line a distance of 30.42 feet to the point of BEGINNING.

The described parcel contains 0.02 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ. NO. 100052600

COUNTY OF MOBILE

TRACT NO. 32

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 32 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot 1 a distance of 273.82 feet to a point on the acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 50.03 feet to a point on Grantor's north property line, which point is the point of BEGINNING;

thence S 00°58'55" W and along said acquired TCE line a distance of 13.90 feet to a point on said acquired TCE line (said point offset 50.00' RT and perpendicular to project centerline at 36+95.00);

thence S 44°01'05" E and along said acquired TCE line a distance of 14.14 feet to a point on said acquired TCE line (said point offset 60.00' RT and perpendicular to project centerline at station 36+85.00);

thence S 00°58'55" W and along said acquired TCE line a distance of 1.05 feet to a point on Grantor's south property line;

thence N 89°28'18" W and along Grantor's said property line a distance of 30.42 feet to a point on the present east R/W line of McGregor Avenue;

thence N 00°53'24" E and along said present R/W line a distance of 25.02 feet to a point on Grantor's north property line;

thence S 89°28'18" E and along Grantor's said north property line a distance of 20.46 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 33

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 33 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot 1 a distance of 273.82 feet to a point on the acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 25.05 feet to a point on Grantor's north property line, which point is the point of BEGINNING;

thence S 00°58'55" W and along said acquired TCE line a distance of 24.98 feet to a point on Grantor's south property line;

thence N 89°28'18" W and along Grantor's said property line a distance of 20.46 feet to a point on the present east R/W line of McGregor Avenue;

thence N 00°53'24" E and along said present R/W line a distance of 24.98 feet to a point on Grantor's north property line;

thence S 89°28'18" E and along Grantor's said property line a distance of 20.50 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 34

DATE: FEBRUARY 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 34 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot 1 a distance of 273.82 feet to a point on the acquired TCE line, which point is the point of BEGINNING;

thence S 00°58'55" W and along said acquired TCE line a distance of 25.05 feet to a point on Grantor's south property line;

thence N 89°28'18" W and along Grantor's said property line a distance of 20.50 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°53'24" E and along said present R/W line a distance of 25.05 feet to a point on Grantor's north property line;

thence S 89°28'18" E and along Grantor's said property line a distance of 20.54 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor’s adjoining property at any time during construction period of project for purpose of moving grantor’s buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 42

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 42 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot B, Resubdivision of Lot 1, Ladd Place, 1st Addition, as recorded in Map Book 135, Page 96 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°28'18" W and along the south line of said Lot A a distance of 273.82 feet to a point on the acquired TCE line, which point is the point of BEGINNING;

thence N 89°28'18" W and along the south line of said Lot A distance of 10.54 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°36'50" E and along said present R/W line a distance of 25.00 feet to Grantor's northeast property line;

thence N 49°59'43" E and along Grantor's said property line a distance of 14.18 feet to a point on said acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 34.21 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor’s adjoining property at any time during construction period of project for purpose of moving grantor’s buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF MOBILE }

W.E. # A6553-56-AT18

APC No. 72267323

THIS AGREEMENT, made and entered into on this the ____ day of _____, 202~~2~~, 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:

A parcel of land located, BEGINNING at a point on the North-South centerline of Section 29, T-4-S, R-1-W, at its intersection with the North right of way line of Government Boulevard; thence run North 00° 28' 00" E along said centerline 562.30 feet to a point; thence run S 89° 27' 30" E along the North right of way of Creek Street 132.0 feet to a point; thence run N 00° 14' 00" E 513.0 feet along the West right of way line of Pinehill Drive; thence run N 89° 58' W along the South right of way line of Airport Boulevard 406.70 feet to a point; thence run S 00° 45' 34" W along the East line and its projection of Stanard Subdivision 1171.57 feet to a point on the said North right of way of Government Boulevard; thence run Northeastwardly along said North line and along a curve to the right 257.4 feet to the P. T. thereof (chord bears N 70° 56' E 257.36 feet); thence run N 71° 56' E continuing along said North line 42.42 feet to the point of beginning.

parcel 29092920000001.000.

Said location of the facilities to be installed as detailed in the Exhibit A, attached hereto and made a part of this agreement and more specifically as lying in a 30 ft wide strip of land, 15 feet each side of the centerline . New facilities as highlighted in yellow on the Engineer's drawing.

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, trans closures 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 easement identified in the exhibit "A" 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, trans closures 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 in yellow on **Alabama Power Company Drawing No. # A6553-56-AT18** 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 _____, 2022

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
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 February, 2022



Erica Maize
Notary Public-State at Large

My Commission Expires: _____
My Commission Expires August 11, 2025

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 _____, 2022

Notary Public
My Commission Expires: _____

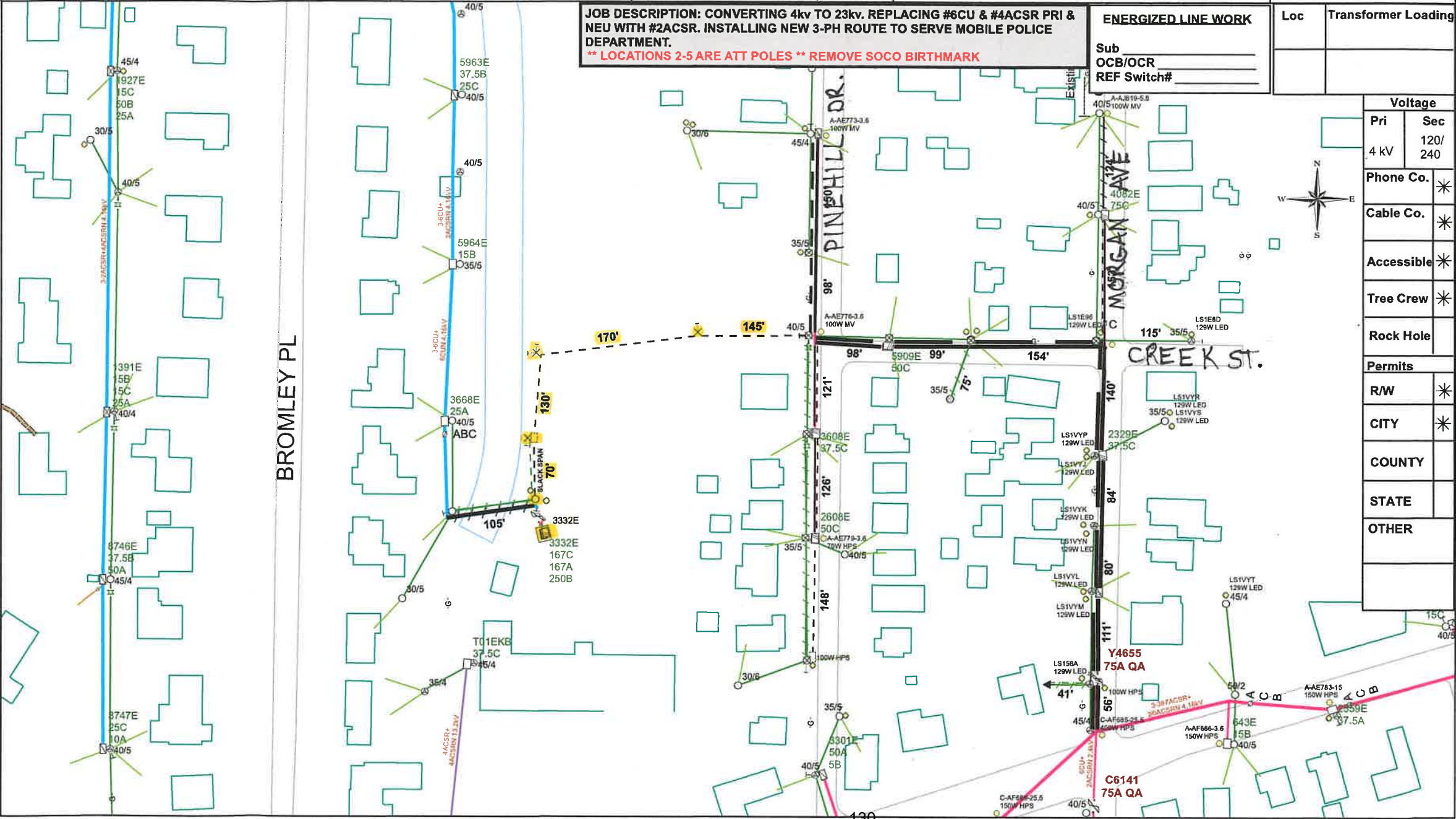
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1295516 11135352

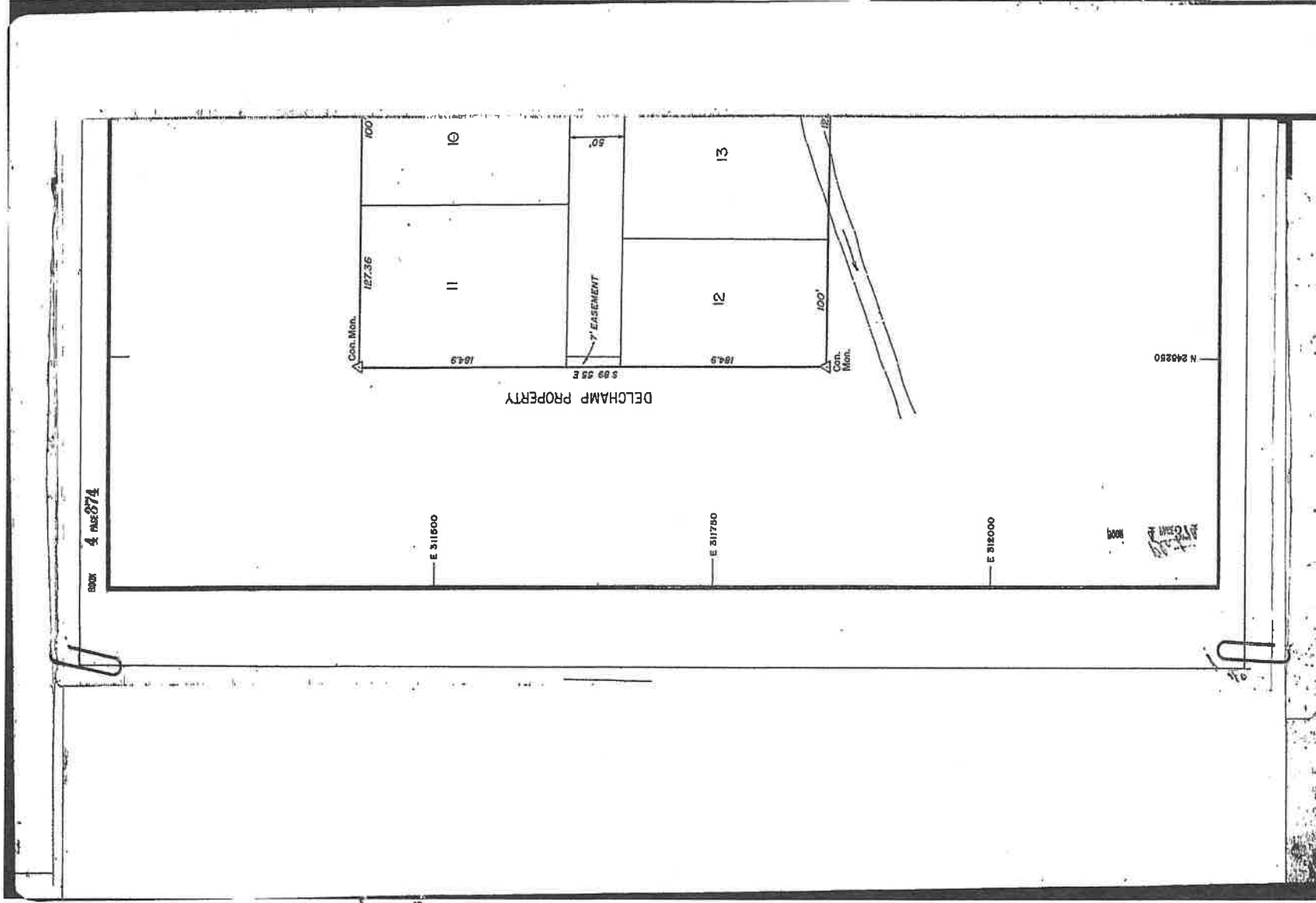
Map Center LatLon:
30.674673 -88.097446

NOT TO SCALE

Customer APCO	Location MORGAN AVE. & CREEK ST.	Cmtd. Svc Date	County Mobile	Section 29	Township 04S	Range 01W	Add'l Info. TY ROWLAND 251-694-2448	Estimate No. A6553-56-AT18
Division MOBILE	District MICHIGAN AVE	Town	UserID Jtrowlan	Created: 10/4/2021	Substation: LOOP C.S. X- 27172 Y- Y945		MISSALL#	



Property Sur
of
Standard Sub.
Located in
Sec. 29, T4S.
RW.
6440.



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilman Joel Daves

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, a permanent easement to **ALABAMA POWER COMPANY** as set out in W.E. #A6553-56-AT18, 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 00/100 DOLLAR (\$1.00), needed for the **ALABAMA POWER COMPANY** to better position a new 3-Phase Route from its current location along a drainage ditch to Morgan Avenue and Creek Street.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/27/2022 - 2:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/6/2022 - 11:58
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the City of Mobile to join the State of Alabama and other local governments as participants in the Endo Settlement and to execute and attest the Settlement Agreement and Sign-On Agreement.

Amount of Contract:

n/a

Effective Date of Contract:

2/22/2022

Funding Source

Project # Resolution Authorizing the City to join the State as participants in the Endo Settlement

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/10/2022 - 10:52 AM
Legal	Kern, Chris	Approved	2/10/2022 - 11:04 AM
Mayors	Mayhall, David	Approved	2/10/2022 - 2:30

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/15/2022 - 10:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2022 - 11:11 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2022 - 11:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2022 - 11:19 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:14 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:19 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:23 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:25 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2022 - 12:27 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

David Daughenbaugh, Director Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	3 cases
Council District 2	William Carroll	5 cases
Council District 3	C J Small	7 cases
Council District 4	Ben Reynolds	4 cases
Council District 5	Joel Daves	1 case
Council District 6	Scott Jones	0 cases
Council District 7	Gina Gregory	0 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien group 1624

Effective Date of Contract:

1/18/2022

Funding Source

Project # Weed Lien Group 1624

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/13/2022 - 9:26 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ALLOW TWENTY YOUTHS TO PARTICIPATE IN A FISHING EXPEDITION WITH AREA BOAT OWNERS AND FISHERMEN TO BE HELD ON APRIL 30, 2022 AT LIVE OAK LANDING

Amount of Contract:

\$1,500.00

Funding Source

Project #

Discretionary Funds DSC-01 / 10041020-42080

Project String DSC-01

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/16/2022 - 4:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH BUYING SUPPLIES FOR MAKING HANDMADE QUILTS FOR OUR VETERANS TO THANK THEM FOR THEIR SERVICE TO OUR COUNTRY

Amount of Contract:

\$1,250.00

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
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/16/2022 - 3:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH MAINTENENCE WORK ON THE CITY RIGHT OF WAY AT THE ROUNDABOUT ON NORTH MCGREGOR AVE., WEEDING, PINE STRAW AND YEARLY MAINTENANCE FOR TREES ON THE CITY RIGHT OF WAY

Amount of Contract:

\$17,000.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/17/2022 - 10:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project #

Project String 1100-1100-49320

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Fire Rescue Gauthier, Lana	Approved	2/17/2022 - 11:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Chief Paul O. Prine, Mobile Police Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve award of special bonus to the Officer of the Month for December 2021 as part of the Mayor's Incentive Program (Tyler Murphy) (sponsored by Mayor Stimpson) (Submitted by Chief Paul Prine, MPD).

Amount of Contract:

\$500.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Public Safety Merchant, Mary Ann	Approved	2/16/2022 - 4:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Administrative Services	Gauthier, Lana	Approved	2/17/2022 - 11:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

Submitted by:

Ali Rellinger, Director of Animal Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached contract is between the City of Mobile and Team Shelter USA to provide a comprehensive, professional assessment of the City's animal control and sheltering program. This assessment will provide a review and analysis of current City protocols and programs based on national Best Practice standards. As part of this assessment, city ordinances, state laws, targeted community programs, and all areas of animal welfare will be considered to develop a roadmap to develop resources needed to improve services in the most impactful way. Other topics that will be included in this assessment are the evaluation of intake policies, issues with feral cat populations (e.g. community cats), population management, shelter housing and enrichment, shelter medicine and surgery and live outcome programs along with recommendations for sustainable resolution, and recommendations for a new facility based on this needs assessment.

Dr. Sara Pizano of Team Shelter USA is a 1986 graduate of SUNY Oswego (BS), a 1988 graduate of Columbia University (MS) and a 1994 graduate of the Cornell University College of Veterinary Medicine (DVM). Between 1998 and 2003, Dr. Pizano served as the Director of Veterinary Services at the Humane Society of Broward County in Fort Lauderdale, FL. In 2005, Dr. Pizano was appointed the Director of Miami-Dade Animal Services in Miami, Florida, a public shelter with an intake of 35,000+ animals a year. Among her accomplishments at Animal Services, Dr. Pizano implemented Standard Operating Procedures, increased adoptions by over 178%, created volunteer and rescue programs, and spearheaded the entire re-write of Chapter 5 of the Miami-Dade County Code pertaining to animals.

Dr. Pizano is a leading expert in shelter reform with unprecedented results. She is a positive force helping organizations by creating cost effective programs and eliminating waste so they reach their full potential. Dr. Pizano has done over 115 assessments and authored *The Best*

Practice Playbook for Animal Shelters. She is currently over the assessment and mentorship program at Maddie's Shelter Medicine, University of Florida, part of the Million Cat Challenge, has been an advisor to the Humane Animal Support Services initiative, and is a key collaboration partner in the Maddie's® Million Pet Challenge.

Amount of Contract:

\$30,000

Effective Date of Contract:

2/1/2022

Funding Source

Project # C0686 - ANIMAL SERVICE
CONSULTANT REPORT

Discretionary Funds N/A

Project String 20002000-42200

Contract Number:3715

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Animal Shelter	Greene, Jennifer	Approved	2/15/2022 - 1:39 PM
Capital	Hollins, Tiffany	Approved	2/15/2022 - 1:51 PM
Legal	Kern, Chris	Approved	2/16/2022 - 11:07 AM
Mayors Office	Mayhall, David	Approved	2/17/2022 - 2:45 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cart Dr LLC for two golf carts for the cruise Terminal.

General fund.

Amount of Contract:

\$15,842.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220215 Cart Agenda Package POs	Cover Memo	2/15/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/17/2022 - 2:46 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>3593, 3596</u>	2022	(F7000) MOTOR POOL	1 GAS & 1 ELECTRIC GOLF CART FOR CRUISE TERMINAL (SEALED BID 5646)	\$15,842.50	<u>(290765) CART DR LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003593-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 CART DR LLC
 1172 W I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36609

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#816-718-4589
 Fax 251-287-2549

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	290765	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ELECTRIC GOLF CART AS SPECIFIED: 2022 ELECTRIC GOLF CART COLOR MOONSTONE/SILVER. CART WILL INCLUDE: ROOF, WINDSHIELD, USB PORT X 2, HEADLIGHTS, TAILLIGHTS, CHARGER, RED BOX TROJAN BATTERIES, GTWMACH-1 STEEL REAR FLIP SEAT, DRIVE, GREY CUSHION, AND FACTORY WARRANTY VENDOR TO PROVIDE YAMAHA 2022 PTV ELECTRIC CART MODEL DR2EWIAP Additional Description Notes	1.00 EACH	7921.25000	7921.25

2022 ELECTRIC NEW YAMAHA PTV AC GOLF CART COLOR MOONSTONE/SILVER. CART WILL
 INCLUDE: ROOF, WINDSHIELD, USB PORT X 2, HEADLIGHTS, TAILLIGHTS, CHARGER,
 RED BOX TROJAN BATTERIES, GTWMACH-1 STEEL REAR FLIP SEAT, DRIVE, GREY
 CUSHION, AND FACTORY WARRANTYFROM YAMAHA GOLF CART. REQUESTED BY THE CRUISE
 TERMINAL SHELIA GURGANUS.

1 2000.80.00.0000.0000.0000.0000.47120. E C0259 .VEHICLEEXP.	7921.25
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Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003593-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 CART DR LLC
 1172 W I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36609

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#816-718-4589
 Fax 251-287-2549

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	290765	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL			
	745 BROAD STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 7921.25

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

Account	Amount	Remaining Budget
E C0259 .VEHICLEEXP.	7921.25	136407.48

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.	7921.25	
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	12/20/21	CINDY KLOTZ	Auto approved by: 910518225
Approved	12/20/21	MICHELLE MELTON	
Approved	12/20/21	CASSIE BOATWRIGHT	Auto approved by: 910518225
Approved	12/20/21	BRENDA RHODES	
Approved	12/20/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/20/21	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/11/22	JOHN PAINE	
Approved	02/11/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	02/11/22	DONALD ROSE	Auto approved by: 9105paij
Approved	02/11/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/11/22	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003593-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor CART DR LLC 1172 W I-65 SERVICE RD S MOBILE, AL 36609 Tel#816-718-4589 Fax 251-287-2549	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	290765	12/17/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003596-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 CART DR LLC
 1172 W I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36609

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#816-718-4589
 Fax 251-287-2549

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	1290765	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF CART AS SPECIFIED: 2022 NEW GOLF CART COLOR JASPTER RED. CART WILL INCLUDE: ROOF, WINDSHIELD, USB PORTS X 2, HEADLIGHTS, TAILLIGHTS, GTWMACH-1(STEEL) REAR FLIP SEAT, DRIVE, GREY CUSHIONS, FACTORY WARRANTY VENDOR TO PROVIDE YAMAHA 2022 GAS POWEREDGOLF CART MODEL DR2AWIDRDT AS PER MY BID #5646 AND YOUR QUOTE Additional Description Notes	1.00 EACH	7921.25000	7921.25

2022 GAS EFI/QUIETECH NEW YAMAHA GOLF CART COLOR JASPTER RED. CART WILL
 INCLUDE: ROOF, WINDSHIELD, USB PORTS X 2, HEADLIGHTS, TAILLIGHTS,
 GTWMACH-1(STEEL) REAR FLIP SEAT, DRIVE, GREY CUSHIONS, FACTORY WARRANTY FROM
 YAMAHA GOLF CAR. REQUESTED BY THE CRUISE TERMINAL SHELIA GURGANUS.

1	7000.40.20.0000.0000.2070.0000.0000.47120.	
	E MP02025 .VEHICLEEXP.	7921.25

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003596-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 CART DR LLC
 1172 W I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36609

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#816-718-4589
 Fax 251-287-2549

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	290765	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 7921.25

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	7921.25	466174.99

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	7921.25	

MOTOR POOL EXP

VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	12/17/21	DIANE MCCARTY	
Approved	12/22/21	JOHN PEAVY	
Approved	12/22/21	JAMES DELAPP	Auto approved by: 910517051
Unknown	02/11/22	JOHN PAINE	
Approved	02/11/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	02/11/22	DONALD ROSE	Auto approved by: 9105paij
Approved	02/11/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/11/22	JOHN PAINE	.

Authorized By: _____ Date: _____
 Signature

BID 5646

CART DR LLC

ELECTRIC GOLF CART

\$7,921.25

GAS POWERED GOLF CART

\$7,921.25

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 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:
1/26/2022	5646	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 11, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	GOLF CARTS NEW Electric Powered Golf Cart as per the following and attached specifications. Make _____ Model _____ Provide literature and specifications on product bid.					
Appx 1-3	NEW Gasoline Powered Golf Cart as per the following and attached specifications. Make _____ Model _____ Provide literature and specifications on product bid.					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. **The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.**
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor **May** be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors **are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx**. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page _____ of _____

167

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: <u>purchasing@cityofmobile.org</u>. Pricing to be firm for the six (6) month 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 extended for two (2) additional six (6) month periods. TO BE AWARDED ON PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

ELECTRIC POWERED CART SPECIFICATIONS

Electric Drive

Color to be White

To have:

- Roof
- Windshield
- Rear Flip Seating
- LED Headlights
- LED Taillights
- (2) Two USB Ports
- Factory Warranty from Manufacturer

GAS POWERED CART SPECIFICATIONS

EFI Gasoline Engine

Color to be White

To have:

- Roof
- Windshield
- Rear Flip Seating
- LED Headlights
- LED Taillights
- (2) Two USB Ports
- Factory Warranty from Manufacturer



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

This is a sealed proposal. Any responses faxed or e-mailed will be rejected.

This is a sealed proposal. Any response must be submitted in a sealed envelope with the proposal number and opening date on the outside of the envelope.

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

**Package/Proposal Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for 20 park benches and 10 trash receptacles for Langan Park.

Amount of Contract:

\$46,188.45

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220217 Gsmetime Agenda Package POs	Cover Memo	2/17/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/17/2022 - 2:46 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>2391</u>	2022	(2012) PARKS MAINTENANCE	20 PARK BENCHES; 10 TRASH RECEPTACLES FOR LANGAN PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$46,188.45	<u>(289913)</u> <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE AND OMNIA BID R170303 ULTRASITE 6' HAMILTON BENCH W/OUT BACK, SLAT - PC FRAME GREEN, STRUTHERS ITEM## P92-S6. SEATS: FABROCATED FRP, 1/4" FLAT PLATE. REINFORCED WITH 1" SCH 40 PIPE, 1 " STEEL SQUARE BAR. MOUNTING PLATES SHALL BE 1-1/2" x 3/16". ALL ELECTRICIALLY MIG WELDED. COATING: STEEL IS SANDBLASTED TO NEAR WHITE CONDITION. COATED WITH ZINC RICH EPOXY PRIMER AND TOP COATED WITH ELECTROSTATIC POWDER COAT, OVEN CURED. DIMENSIONS: 6' PORTABLE BENCH WITH OUT BACK. SEAT ARE 22" WIDE x 72" LONG. SEAT HEIGHT IS 18" FROM THE GROUND TO THE TOP OF THE SEAT. THE OVERALL DIMENSIONS ARE 74" x 24" x 26 Additional Description Notes ----- VENDOR TO PROVIDE 92-S6	5.00 EACH	1253.51000	6267.55
1 2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.			6267.55

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE - 6' HAMILTON BENCH W/BACK - CENTER ARM - PC FRAME GREEN, STRUTHERS ## P91C-S6..6' LENGHT, FULLY WELDED BENCH WITH POWEDER COATED FINISH, FRAME IS 1" x 1" SQUARE SOLID STEEL BAR, SHIPS ASSEMBLED FOR QUICK INSTALLATION, Additional Description Notes ----- VENDOR TO PROVIDE 91C-S6	8.00 EACH	1643.30000	13146.40
1	2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.			13146.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
003	ULTRASITE - 6' SINGLE SIDED BENCH, INGROUND, PERFORATED - PC GRAME GREEN. 11 GUARGE DIE FORMED ANGLE FRAME 1"x1"-7/8" WITH 3" RADIUS CORNERS. 12 GA, SHEET STEEL IS PUNCHED WITH 5/8" DIAMETER HOLES TO CREATE THE PERFORATED PATTERN. 7 GAUGE x 1-1/2" FLAT BAR CENTER SUPPORT AND MOUNTING BRACKET UNDERSTRUTURE. ELECTRICIALLY MIG WELDED. COATING, OVEN FUSED FUNCTINALIZED POLYETHLENE COPOLYMER-BASED THERMOPLASTIC. FUIDIZED BED COATING APPLICATION WITH SUPERIOR MECHANICAL PERFORMANCE, IMPACT RESISTANCE AND UV-STABILITY. FRAME: MAIN POST IS	7.00 EACH	706.10000	4942.70

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	FABRICATED FROM 4 x 4 x 11 GUAGE SQUARE TUBING. 2 3/8" O.D. x 12 GAUGE PRE-GALVANIZED STRUCTURAL STEEL TUBING SEAT UPPPORT. SEAT ARMS ARE SUPPORTED BY 1/4" THICH, 6" GUSSET. TUBE ENDS ARE PRE-GALVANIZED STEEL CAPPED. SEAT AND BACK MOUNTING POINTS ARE 7 GAUGE x 1-1/2" DIE STAMPED STEEL FLAT BAR. ALL ELECTRICALLY MIG WELDED. HARDWARE: ALL STAINLESS STEEL HARWARE FASTENERS. DIMENSIONS: 6' BENCH INGROUND WITH BACK. SEAT AND BACK ARE 12" WIDE x 72" LONG. SEAT IS 18" SEAT BACK HEIGHT IS 34" TOTAL DEPTH OF SEAT WITH BACK IS 25" Additional Description Notes ----- VENDOR TO PROVIDE 940S-P6			
1	2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.			4942.70

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
004	ULTRASITE - 36 GALLON CLASSIC RECEPTACLE W/DOOR, W/RAIN BONNET LID & P, STRUTHERS ## PCL-36RB14. SPECIFICATIONS: 1 4/" x 1 1/2" STEEL FLAT BAR, ALL MIG WELDED FRAME, ONLY AVAILABLE IN POWDER COASTED FINISH, ALL STAINLESS STEEL HARDWARE, PORTABLE OR SURFACE MOOUNT, LID AND LINER INCLUDED Additional Description Notes ----- VENDOR TO PROVIDE CL-36RB14	10.00 EACH	1823.28000	18232.80
1	2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.			18232.80

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

 Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

005	ULTRASITE - SURFACE MOUNT KIT, STRUTHERS## SM-KIT. (IG) OR SURFACE MOUNT (SM), KIT FITS 32, AND 55 GALLON RECEPTACLES. 36 GALLON LX-36 (IG ONLY). 2 3/8" OD. ALL MIG WLDED PIOE, POWER COATED BLACK Additional Description Notes ----- VENDOR TO PROVIDE SM KIT	10.00 EACH	75.62000	756.20
1	2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.			756.20

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

 Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
007 FREIGHT	1.00 EACH	2842.80000	2842.80

Vendor Item
Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.42140. E C0303 .NONCONTRCT.	2842.80
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

Requisition Link

Requisition Total	46188.45
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0303 .NONCONTRCT.	46188.45	11510.05

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002391-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/22	289913				PARKS MAINTENANCE

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	46188.45	NON CONTRACTUAL SERVICES

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

Activity	Date	Clerk	Comment
CCancelled	02/10/22	SANDRA LEWIS	Requisition item removed chang
CCancelled	02/16/22	SANDRA LEWIS	Requisition item removed chang
Approved	11/29/21	CINDY KLOTZ	Auto approved by: 910518225
Approved	11/29/21	MICHELLE MELTON	
Approved	11/29/21	CASSIE BOATWRIGHT	Auto approved by: 910518225
Approved	02/01/22	CINDY KLOTZ	Auto approved by: 910519420
Approved	02/01/22	MICHELLE MELTON	Auto approved by: 910519420
Approved	02/01/22	CASSIE BOATWRIGHT	
Approved	02/10/22	CINDY KLOTZ	Auto approved by: 910518225
Approved	02/10/22	MICHELLE MELTON	For Lavretta not Langan and no
Approved	02/10/22	CASSIE BOATWRIGHT	Auto approved by: 910518225
Approved	11/29/21	BRENDA RHODES	Auto approved by: 910514227
Approved	11/29/21	TIFFANY HOLLINS	
Approved	11/29/21	RELYA MALLORY	Auto approved by: 910514227
Approved	02/02/22	BRENDA RHODES	
Approved	02/02/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/02/22	RELYA MALLORY	Auto approved by: 910511034
Approved	02/10/22	BRENDA RHODES	
Approved	02/10/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/10/22	RELYA MALLORY	Auto approved by: 910511034
Forward	11/29/21	JOHN PAINE	S
Rejected	12/03/21	SANDRA LEWIS	NEED SPECS FOR SEALED BID
Forward	02/02/22	JOHN PAINE	S
Forward	02/10/22	JOHN PAINE	G
Queued	02/16/22	CINDY KLOTZ	G
Queued	02/16/22	MICHELLE MELTON	G

GameTime

Playground Solutions



Overview

Contract Documentation

The GameTime Difference

Featured Products

New Product Announcements

Case Studies

Project Gallery

Our Process

Pricing & Shipping

Sustainability

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION

Click to Download



Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

- GameTime Contract 2017001134
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6

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Accept

Decline

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide improvements and repairs to existing structures (tiles, arches, statues & crown enclosure) at Spanish Plaza

Amount of Contract:

\$227,188.00

Funding Source

Project # Spanish Plaza - Tiles, Arches, Statues & Crown Enclosure PR-089-21

Discretionary Funds

Project String C0329 Spanish Plaza Improvements - capital acct (20002000-48010)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/16/2022 - 4:11 PM
Capital	Hollins, Tiffany	Approved	2/16/2022 - 4:29 PM
Legal	Kern, Chris	Approved	2/17/2022 - 11:46 AM
Mayors Office	Mayhall, David	Approved	2/17/2022 - 2:46 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide flooring replacement in the lobbies and elevators at the Mobile Alabama Cruise Terminal

Amount of Contract:

\$55,000.00

Funding Source

Project # Cruise Terminal – Elevator Cabins &
Lobbies Floor Replacement CT-008-22

Discretionary Funds

Project String C0644 Cruise-Flooring El Cabins &
Lobbies - capital acct (20002000-48010)

Contract Number:3719

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/16/2022 - 4:13 PM
Capital	Rhodes, Brenda	Approved	2/16/2022 - 4:33 PM
Legal	Kern, Chris	Approved	2/17/2022 - 12:09 PM
Mayors Office	Mayhall, David	Approved	2/17/2022 - 2:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Michelle Melton, Deputy Director of REAM

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

To provide and install reverse lit exterior building façade signage at the MPD 1st Precinct.

Amount of Contract:

\$24,995.00

Funding Source

Project # MPD 1st Precinct - Pylon and Building
Signage PD-71c-21

Discretionary Funds

Project String 20002000-48010

Contract Number:3717

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/16/2022 - 1:35 PM
Capital	Rhodes, Brenda	Approved	2/16/2022 - 3:42 PM
Legal	Kern, Chris	Approved	2/17/2022 - 11:38 AM
Mayors Office	Mayhall, David	Approved	2/17/2022 - 2:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/22/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmembers Daves & Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2022 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/22/2022

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

2/21/2022 - 4:07 PM